

IN THE CIRCUIT COURT OF LAMAR COUNTY, MISSISSIPPI

AC2T, INC.
D/B/A SPARTAN MOSQUITO

PLAINTIFF

VS

CAUSE NO: 37:21CV070PH

LIGHTS ON DISTRIBUTORS, LLC, CCD WEBSTORE,
LLC, D/B/A THINK WEBSTORE, CARTER CUSTOM DESIGN, LLC
BRYAN CARTER AND JOHN DOES 1-50

DEFENDANT

CERTIFICATE

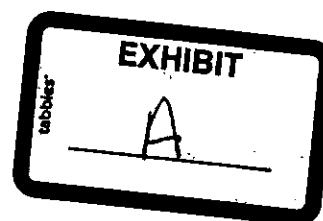
I, MARTIN HANKINS, CLERK OF THE CIRCUIT COURT OF LAMAR COUNTY, MS DO HEREBY
CERTIFY THAT THE ATTACHED 131 PAGES ARE TRUE AND CORRECT COPIES OF ALL PAPER'S
FILED IN THE ABOVE STYLED AND NUMBERED CAUSE IN THE CIRCUIT COURT OF LAMAR
COUNTY, MS.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 1ST DAY OF JULY, 2021

MARTIN HANKINS,

LAMAR COUNTY CIRCUIT CLERK

BY: Ron Sellers, D.C.



PROOF OF SERVICE

Case: 37:21cv-070	Court: CIRCUIT COURT OF LAMAR COUNTY, MISSISSIPPI	County: LAMAR	Job: 5765279
Plaintiff / Petitioner: AC2T, INC. D/B/A SPARTAN MOSQUITO		Defendant / Respondent: LIGHTS ON DISTRIBUTORS, LLC et al	
Received by: AR Solutions LLC		For: DUKES DUKES & HUNTER-	
To be served upon: Lights On Distributors, LLC c/o Bryan Carter, President			

Lights On Distributors, LLC c/o Bryan Carter, President Name of Person or Entity Served
I, Rodney Keith, served the SUMMONS; COMPLAINT upon the person or entity named above in the manner set forth below:

PERSONAL SERVICE. I personally delivered copies to Lights On Distributors, LLC c/o Bryan Carter, President on Jun 8, 2021 at 7:07 pm, where I found said person(s) in the County of MADISON MS.

Address where served: 312 KINGSBRIDGE RD, MADISON, MS 39110

At the time of service I was at least 18 years of age and not a party to this action.

Personally appeared before me the undersigned authority in and for the state of County aforesaid, the within named Rodney Keith who being first by me duly sworn states on oath that the matters and facts set forth in the foregoing "Proof of Service" are true and correct as therein stated.

Adopted effective March 1, 1985; amended effective May 2, 1985, amended March 17th 1995.

Rodney Keith 06-9-2021
Rodney Keith Date

Quantum Process, LLC
418 Pittman Rd.
Ellisville, MS 39437
(601)800-2004

ID: 5765279
Client Reference:



State of MS
County of Rankin
Subscribed and sworn to before me, a notary public
Kristyanna Williams
Notary Public
June 27, 2022
Commission Expires

IN THE CIRCUIT COURT OF LAMAR COUNTY, MISSISSIPPI

AC2T, INC. D/B/A SPARTAN MOSQUITO

PLAINTIFF

V.

CIVIL ACTION NO. 37:21CV070

LIGHTS ON DISTRIBUTORS, LLC,
CCD WEBSTORE, LLC D/B/A THINK WEBSTORE,
CARTER CUSTOM DESIGN, LLC,
BRYAN CARTER,
AND JOHN DOES 1-50

DEFENDANTS

SUMMONS

STATE OF MISSISSIPPI
COUNTY OF LAMAR

TO: Lights On Distributors, LLC
c/o Bryan Carter, President
312 Kingsbridge Road
Madison, Mississippi 39110

NOTICE TO THE DEFENDANT

THE COMPLAINT OR PETITION WHICH IS ATTACHED TO THIS SUMMONS IS IMPORTANT AND YOU MUST TAKE IMMEDIATE ACTION TO PROTECT YOUR RIGHTS.

You are required to mail or hand-deliver a copy of a written response to the Complaint to Seth M. Hunter, attorney for the Plaintiffs, whose post address is Post Office Box 2055, Hattiesburg, Mississippi 39403 and street address is 226 W. Pine St., Hattiesburg, Mississippi 39401. Your response must be mailed or delivered within thirty (30) days from the date of delivery of this summons and complaint or a judgment by default will be entered against you for the money or other things demanded in the complaint.

You must also file the original of your response with the Clerk of this Court within a reasonable time afterward.

Issued under my hand and the seal of said Court, this 7 day of June, 2021.

MARTIN HANKINS,
CIRCUIT CLERK,
LAMAR COUNTY, MISSISSIPPI

BY:

Sam Sellers
DEPUTY CLERK



MARTIN HANKINS, CIRCUIT CLERK
LAMAR COUNTY
PO BOX 888
PURVIS, MISSISSIPPI 39475

ATTORNEY FOR PLAINTIFF:

Seth M. Hunter (MSB# 101145)
Dukes Dukes & Hunter
Post Office Box 2055
Hattiesburg, Mississippi 39403
Tel: (601) 544-4121
Fax: (601) 544-4425
E-Mail: shunter@jdukeslaw.com

PROOF OF SERVICE

Case: 37:21cv-070	Court: CIRCUIT COURT OF LAMAR COUNTY, MISSISSIPPI	County: LAMAR	Job: 5765359
Plaintiff / Petitioner: AC2T, INC. D/B/A SPARTAN MOSQUITO		Defendant / Respondent: LIGHTS ON DISTRIBUTORS, LLC et al	
Received by: AR Solutions LLC		For: DUKES DUKES & HUNTER-	
To be served upon: COD Webstore, LLC d/b/a Think Webstore c/o Bryan Carter, Registered Agent			

COD Webstore, LLC d/b/a Think Webstore c/o Bryan Carter, Registered Agent Name of Person or Entity Served
I, Rodney Keith, served the SUMMONS; COMPLAINT upon the person or entity named above in the manner set forth below:

PERSONAL SERVICE. I personally delivered copies to COD Webstore, LLC d/b/a Think Webstore c/o Bryan Carter, Registered Agent on Jun 8, 2021 at 7:07 pm, where I found said person(s) in the County of MADISON MS.

Address where served: 312 KINGSBRIDGE RD, MADISON, MS 39110

At the time of service I was at least 18 years of age and not a party to this action.

Personally appeared before me the undersigned authority in and for the state of County aforesaid, the within named Rodney Keith who being first by me duly sworn states on oath that the matters and facts set forth in the foregoing "Proof of Service" are true and correct as therein stated.

Adopted effective March 1, 1985; amended effective May 2, 1985, amended March 17th 1995.

Rodney Keith

Date

Quantum Process, LLC
418 Pittman Rd.
Ellisville, MS 39437
(601)800-2004

ID: 5765359
Client Reference:



State of

County of

Subscribed and sworn to before me, a notary public

Notary Public

Commission Expires

MS

Rankin

Kristyanna Williams

June 27, 2022

IN THE CIRCUIT COURT OF LAMAR COUNTY, MISSISSIPPI

AC2T, INC. D/B/A SPARTAN MOSQUITO

PLAINTIFF

V.

CIVIL ACTION NO. 37-21CV070

LIGHTS ON DISTRIBUTORS, LLC,
CCD WEBSTORE, LLC D/B/A THINK WEBSTORE,
CARTER CUSTOM DESIGN, LLC,
BRYAN CARTER,
AND JOHN DOES 1-50

DEFENDANTS

SUMMONS

STATE OF MISSISSIPPI
COUNTY OF LAMAR

TO: CCD Webstore, LLC d/b/a Think Webstore
c/o Bryan Carter, Registered Agent
312 Kingsbridge Road
Madison, Mississippi 39110

NOTICE TO THE DEFENDANT

THE COMPLAINT OR PETITION WHICH IS ATTACHED TO THIS SUMMONS IS IMPORTANT AND YOU MUST TAKE IMMEDIATE ACTION TO PROTECT YOUR RIGHTS.

You are required to mail or hand-deliver a copy of a written response to the Complaint to Seth M. Hunter, attorney for the Plaintiffs, whose post address is Post Office Box 2055, Hattiesburg, Mississippi 39403 and street address is 226 W. Pine St., Hattiesburg, Mississippi 39401. Your response must be mailed or delivered within thirty (30) days from the date of delivery of this summons and complaint or a judgment by default will be entered against you for the money or other things demanded in the complaint.

You must also file the original of your response with the Clerk of this Court within a reasonable time afterward.

Issued under my hand and the seal of said Court, this 7 day of June, 2021.

MARTIN HANKINS,
CIRCUIT CLERK,
LAMAR COUNTY, MISSISSIPPI

BY:

Pam Sellers
DEPUTY CLERK



MARTIN HANKINS, CIRCUIT CLERK
LAMAR COUNTY
PO BOX 369
PURVIS, MISSISSIPPI 39475

ATTORNEY FOR PLAINTIFF:

Seth M. Hunter (MSB# 101145)
Dukes Dukes & Hunter
Post Office Box 2055
Hattiesburg, Mississippi 39403
Tel: (601) 544-4121
Fax: (601) 544-4425
E-Mail: shunter@jdukeslaw.com

PROOF OF SERVICE

Case: 37:21cv-070	Court: CIRCUIT COURT OF LAMAR COUNTY, MISSISSIPPI	County: LAMAR	Job: 5765312
Plaintiff / Petitioner: AC2T, INC. D/B/A SPARTAN MOSQUITO		Defendant / Respondent: LIGHTS ON DISTRIBUTORS, LLC et al	
Received by: AR Solutions LLC		For: DUKES DUKES & HUNTER-	
To be served upon: Carter Custom Design, LLC c/o Bryan Carter, Registered Agent			

Carter Custom Design, LLC c/o Bryan Carter, Registered Agent Name of Person or Entity Served
I, Rodney Keith, served the SUMMONS; COMPLAINT upon the person or entity named above in the manner set forth below:

PERSONAL SERVICE. I personally delivered copies to Carter Custom Design, LLC c/o Bryan Carter, Registered Agent on Jun 8, 2021 at 7:07 pm, where I found said person(s) in the County of MADISON MS.

Address where served: 312 KINGSBRIDGE RD, MADISON, MS 39110

At the time of service I was at least 18 years of age and not a party to this action.

Personally appeared before me the undersigned authority in and for the state of County aforesaid, the within named Rodney Keith who being first by me duly sworn states on oath that the matters and facts set forth in the foregoing "Proof of Service" are true and correct as therein stated.

Adopted effective March 1, 1985; amended effective May 2, 1985, amended March 17th 1995.


Rodney Keith

Date

Quantum Process, LLC
418 Pittman Rd.
Ellisville, MS 39437
(601)800-2004

ID: 5765312
Client Reference:



State of MS
County of Rankin

Subscribed and sworn to before me, a notary public


Notary Public

June 27, 2022
Commission Expires

IN THE CIRCUIT COURT OF LAMAR COUNTY, MISSISSIPPI

AC2T, INC. D/B/A SPARTAN MOSQUITO

PLAINTIFF

V.

CIVIL ACTION NO.

37:21CV070

LIGHTS ON DISTRIBUTORS, LLC,
CCD WEBSTORE, LLC D/B/A THINK WEBSTORE,
CARTER CUSTOM DESIGN, LLC,
BRYAN CARTER,
AND JOHN DOES 1-50

DEFENDANTS

SUMMONS

STATE OF MISSISSIPPI
COUNTY OF LAMAR

TO: Carter Custom Design, LLC
c/o Bryan Carter, Registered Agent
312 Kingsbridge Road
Madison, Mississippi 39110

NOTICE TO THE DEFENDANT

THE COMPLAINT OR PETITION WHICH IS ATTACHED TO THIS SUMMONS IS IMPORTANT AND YOU MUST TAKE IMMEDIATE ACTION TO PROTECT YOUR RIGHTS.

You are required to mail or hand-deliver a copy of a written response to the Complaint to Seth M. Hunter, attorney for the Plaintiffs, whose post address is Post Office Box 2055, Hattiesburg, Mississippi 39403 and street address is 226 W. Pine St., Hattiesburg, Mississippi 39401. Your response must be mailed or delivered within thirty (30) days from the date of delivery of this summons and complaint or a judgment by default will be entered against you for the money or other things demanded in the complaint.

You must also file the original of your response with the Clerk of this Court within a reasonable time afterward.

Issued under my hand and the seal of said Court, this 7th day of June, 2021.

MARTIN HANKINS,
CIRCUIT CLERK,
LAMAR COUNTY, MISSISSIPPI

BY:

Seth M. Hunter
DEPUTY CLERK

MARTIN HANKINS, CIRCUIT CLERK
LAMAR COUNTY
PO BOX 369
HATTIESBURG, MISSISSIPPI 39403

ATTORNEY FOR PLAINTIFF:

Seth M. Hunter (MSB# 101145)
Dukes Dukes & Hunter
Post Office Box 2055
Hattiesburg, Mississippi 39403
Tel: (601) 544-4121
Fax: (601) 544-4425
E-Mail: shunter@jdukeslaw.com

PROOF OF SERVICE

Case: 37:21cv-070	Court: CIRCUIT COURT OF LAMAR COUNTY, MISSISSIPPI	County: LAMAR	Job: 5765322
Plaintiff / Petitioner: AC2T, INC. D/B/A SPARTAN MOSQUITO		Defendant / Respondent: LIGHTS ON DISTRIBUTORS, LLC et al	
Received by: AR Solutions LLC		For: DUKES DUKES & HUNTER-	
To be served upon: Bryan Carter			

I, Rodney Kelth, served the COVER LETTER; SUMMONS; COMPLAINT, Cover letter.pdf upon the person or entity named above in the manner set forth below:

PERSONAL SERVICE. I personally delivered copies to Bryan Carter on Jun 8, 2021 at 7:07 pm, where I found said person(s) in the County of MADISON MS.

Address where served: 312 KINGSBRIDGE RD, MADISON, MS 39110

At the time of service I was at least 18 years of age and not a party to this action.

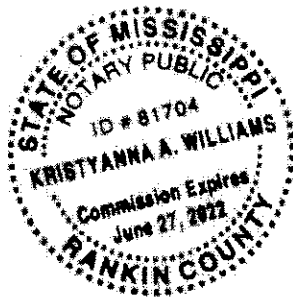
Personally appeared before me the undersigned authority in and for the state of County aforesaid, the within named Rodney Kelth who being first by me duly sworn states on oath that the matters and facts set forth in the foregoing "Proof of Service" are true and correct as therein stated.

Adopted effective March 1, 1985; amended effective May 2, 1985, amended March 17th 1995.

Rodney Kelth 06-9-2021
Rodney Kelth Date

Quantum Process, LLC
418 Pittman Rd.
Ellisville, MS 39437
(601)800-2004

ID: 5765322
Client Reference:



State of MS
County of Rankin
Subscribed and sworn to before me, a notary public
Kristyanna Williams
Notary Public
June 27, 2022
Commission Expires

IN THE CIRCUIT COURT OF LAMAR COUNTY, MISSISSIPPI

AC2T, INC. D/B/A SPARTAN MOSQUITO

PLAINTIFF

V.

CIVIL ACTION NO. 37:21-cv-070

LIGHTS ON DISTRIBUTORS, LLC,
CCD WEBSTORE, LLC D/B/A THINK WEBSTORE,
CARTER CUSTOM DESIGN, LLC,
BRYAN CARTER,
AND JOHN DOES 1-50

DEFENDANTS

SUMMONS

STATE OF MISSISSIPPI
COUNTY OF LAMAR

TO: Bryan Carter, Individually
312 Kingsbridge Road
Madison, Mississippi 39110

NOTICE TO THE DEFENDANT

THE COMPLAINT OR PETITION WHICH IS ATTACHED TO THIS SUMMONS IS IMPORTANT AND YOU MUST TAKE IMMEDIATE ACTION TO PROTECT YOUR RIGHTS.

You are required to mail or hand-deliver a copy of a written response to the Complaint to Seth M. Hunter, attorney for the Plaintiffs, whose post address is Post Office Box 2055, Hattiesburg, Mississippi 39403 and street address is 226 W. Pine St., Hattiesburg, Mississippi 39401. Your response must be mailed or delivered within thirty (30) days from the date of delivery of this summons and complaint or a judgment by default will be entered against you for the money or other things demanded in the complaint.

You must also file the original of your response with the Clerk of this Court within a reasonable time afterward.

Issued under my hand and the seal of said Court, this 8th day of June, 2021.

MARTIN HANKINS,
CIRCUIT CLERK,
LAMAR COUNTY, MISSISSIPPI

BY:

[Signature]
DEPUTY CLERK

ATTORNEY FOR PLAINTIFF:

Seth M. Hunter (MSB# 101145)
Dukes Dukes & Hunter
Post Office Box 2055
Hattiesburg, Mississippi 39403
Tel: (601) 544-4121
Fax: (601) 544-4425
E-Mail: shunter@jdukeslaw.com

IN THE CIRCUIT COURT OF LAMAR COUNTY, MISSISSIPPI

AC2T, INC. D/B/A SPARTAN MOSQUITO

PLAINTIFF

V.

CIVIL ACTION NO. 37:21-cv-070

LIGHTS ON DISTRIBUTORS, LLC,
CCD WEBSTORE, LLC D/B/A THINK WEBSTORE,
CARTER CUSTOM DESIGN, LLC,
BRYAN CARTER,
AND JOHN DOES 1-50

DEFENDANTS

SUMMONS

STATE OF MISSISSIPPI
COUNTY OF LAMAR

TO: Bryan Carter, Individually
312 Kingsbridge Road
Madison, Mississippi 39110

NOTICE TO THE DEFENDANT

THE COMPLAINT OR PETITION WHICH IS ATTACHED TO THIS SUMMONS IS IMPORTANT AND YOU MUST TAKE IMMEDIATE ACTION TO PROTECT YOUR RIGHTS.

You are required to mail or hand-deliver a copy of a written response to the Complaint to Seth M. Hunter, attorney for the Plaintiffs, whose post address is Post Office Box 2055, Hattiesburg, Mississippi 39403 and street address is 226 W. Pine St., Hattiesburg, Mississippi 39401. Your response must be mailed or delivered within thirty (30) days from the date of delivery of this summons and complaint or a judgment by default will be entered against you for the money or other things demanded in the complaint.

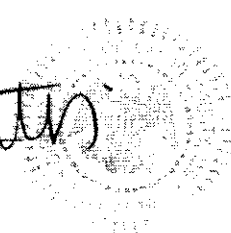
You must also file the original of your response with the Clerk of this Court within a reasonable time afterward.

Issued under my hand and the seal of said Court, this 8th day of June, 2021.

MARTIN HANKINS,
CIRCUIT CLERK,
LAMAR COUNTY, MISSISSIPPI

BY:


DEPUTY CLERK



ATTORNEY FOR PLAINTIFF:

Seth M. Hunter (MSB# 101145)
Dukes Dukes & Hunter
Post Office Box 2055
Hattiesburg, Mississippi 39403
Tel: (601) 544-4121
Fax: (601) 544-4425
E-Mail: shunter@jdukeslaw.com

IN THE CIRCUIT COURT OF LAMAR COUNTY, MISSISSIPPI

AC2T, INC. D/B/A SPARTAN MOSQUITO

PLAINTIFF

V.

CIVIL ACTION NO. 37:2/cv070

LIGHTS ON DISTRIBUTORS, LLC,
CCD WEBSTORE, LLC D/B/A THINK WEBSTORE,
CARTER CUSTOM DESIGN, LLC,
BRYAN CARTER,
AND JOHN DOES 1-50

DEFENDANTS

SUMMONS

STATE OF MISSISSIPPI
COUNTY OF LAMAR

TO: Bryan Carter, Member, Manager, and Officer of Lights On,
Think Webstore and CCD
312 Kingsbridge Road
Madison, Mississippi 39110

NOTICE TO THE DEFENDANT

THE COMPLAINT OR PETITION WHICH IS ATTACHED TO THIS SUMMONS IS IMPORTANT AND YOU MUST TAKE IMMEDIATE ACTION TO PROTECT YOUR RIGHTS.

You are required to mail or hand-deliver a copy of a written response to the Complaint to Seth M. Hunter, attorney for the Plaintiffs, whose post address is Post Office Box 2055, Hattiesburg, Mississippi 39403 and street address is 226 W. Pine St., Hattiesburg, Mississippi 39401. Your response must be mailed or delivered within thirty (30) days from the date of delivery of this summons and complaint or a judgment by default will be entered against you for the money or other things demanded in the complaint.

You must also file the original of your response with the Clerk of this Court within a reasonable time afterward.

Issued under my hand and the seal of said Court, this 7 day of June, 2021.

MARTIN HANKINS,
CIRCUIT CLERK,
LAMAR COUNTY, MISSISSIPPI

BY:

Dam Lellers
DEPUTY CLERK

MARTIN HANKINS, CIRCUIT CLERK
LAMAR COUNTY
PO BOX 369
PURVIS, MISSISSIPPI 39475



ATTORNEY FOR PLAINTIFF:

Seth M. Hunter (MSB# 101145)
Dukes Dukes & Hunter
Post Office Box 2055
Hattiesburg, Mississippi 39403
Tel: (601) 544-4121
Fax: (601) 544-4425
E-Mail: shunter@jdukeslaw.com

IN THE CIRCUIT COURT OF LAMAR COUNTY, MISSISSIPPI

AC2T, INC. D/B/A SPARTAN MOSQUITTO

PLAINTIFF

V.

CIVIL ACTION NO.

37:21CV070

LIGHTS ON DISTRIBUTORS, LLC,
CCD WEBSTORE, LLC D/B/A THINK WEBSTORE,
CARTER CUSTOM DESIGN, LLC,
BRYAN CARTER,
AND JOHN DOES 1-50

DEFENDANTS

SUMMONS

STATE OF MISSISSIPPI
COUNTY OF LAMAR

TO: Carter Custom Design, LLC
c/o Bryan Carter, Registered Agent
312 Kingsbridge Road
Madison, Mississippi 39110

NOTICE TO THE DEFENDANT

THE COMPLAINT OR PETITION WHICH IS ATTACHED TO THIS SUMMONS IS IMPORTANT AND YOU MUST TAKE IMMEDIATE ACTION TO PROTECT YOUR RIGHTS.

You are required to mail or hand-deliver a copy of a written response to the Complaint to Seth M. Hunter, attorney for the Plaintiffs, whose post address is Post Office Box 2055, Hattiesburg, Mississippi 39403 and street address is 226 W. Pine St., Hattiesburg, Mississippi 39401. Your response must be mailed or delivered within thirty (30) days from the date of delivery of this summons and complaint or a judgment by default will be entered against you for the money or other things demanded in the complaint.

You must also file the original of your response with the Clerk of this Court within a reasonable time afterward.

Issued under my hand and the seal of said Court, this 7th day of June, 2021.

MARTIN HANKINS,
CIRCUIT CLERK,
LAMAR COUNTY, MISSISSIPPI

BY:

Beth Martin
DEPUTY CLERK

MARTIN HANKINS, CIRCUIT CLERK
LAMAR COUNTY
PO BOX 369
PURVIS, MISSISSIPPI 39475

ATTORNEY FOR PLAINTIFF:

Seth M. Hunter (MSB# 101145)
Dukes Dukes & Hunter
Post Office Box 2055
Hattiesburg, Mississippi 39403
Tel: (601) 544-4121
Fax: (601) 544-4425
E-Mail: shunter@jdukeslaw.com

IN THE CIRCUIT COURT OF LAMAR COUNTY, MISSISSIPPI

AC2T, INC. D/B/A SPARTAN MOSQUITO

PLAINTIFF

V.

CIVIL ACTION NO. 37:21cv070

LIGHTS ON DISTRIBUTORS, LLC,
CCD WEBSTORE, LLC D/B/A THINK WEBSTORE,
CARTER CUSTOM DESIGN, LLC,
BRYAN CARTER,
AND JOHN DOES 1-50

DEFENDANTS

SUMMONS

STATE OF MISSISSIPPI
COUNTY OF LAMAR

TO: CCD Webstore, LLC d/b/a Think Webstore
c/o Bryan Carter, Registered Agent
312 Kingsbridge Road
Madison, Mississippi 39110

NOTICE TO THE DEFENDANT

THE COMPLAINT OR PETITION WHICH IS ATTACHED TO THIS SUMMONS IS IMPORTANT AND YOU MUST TAKE IMMEDIATE ACTION TO PROTECT YOUR RIGHTS.

You are required to mail or hand-deliver a copy of a written response to the Complaint to Seth M. Hunter, attorney for the Plaintiffs, whose post address is Post Office Box 2055, Hattiesburg, Mississippi 39403 and street address is 226 W. Pine St., Hattiesburg, Mississippi 39401. Your response must be mailed or delivered within thirty (30) days from the date of delivery of this summons and complaint or a judgment by default will be entered against you for the money or other things demanded in the complaint.

You must also file the original of your response with the Clerk of this Court within a reasonable time afterward.

Issued under my hand and the seal of said Court, this 7 day of June, 2021.

MARTIN HANKINS,
CIRCUIT CLERK,
LAMAR COUNTY, MISSISSIPPI

BY:

Garn Sellers
DEPUTY CLERK

MARTIN HANKINS, CIRCUIT CLERK
LAMAR COUNTY
PO BOX 369



ATTORNEY FOR PLAINTIFF:

Seth M. Hunter (MSB# 101145)
Dukes Dukes & Hunter
Post Office Box 2055
Hattiesburg, Mississippi 39403
Tel: (601) 544-4121
Fax: (601) 544-4425
E-Mail: shunter@jdukeslaw.com

IN THE CIRCUIT COURT OF LAMAR COUNTY, MISSISSIPPI

AC2T, INC. D/B/A SPARTAN MOSQUITO

PLAINTIFF

V.

CIVIL ACTION NO. 37:21cv070

LIGHTS ON DISTRIBUTORS, LLC,
CCD WEBSTORE, LLC D/B/A THINK WEBSTORE,
CARTER CUSTOM DESIGN, LLC,
BRYAN CARTER,
AND JOHN DOES 1-50

DEFENDANTS

SUMMONS

STATE OF MISSISSIPPI
COUNTY OF LAMAR

TO: Lights On Distributors, LLC
c/o Bryan Carter, President
312 Kingsbridge Road
Madison, Mississippi 39110

NOTICE TO THE DEFENDANT

THE COMPLAINT OR PETITION WHICH IS ATTACHED TO THIS SUMMONS IS IMPORTANT AND YOU MUST TAKE IMMEDIATE ACTION TO PROTECT YOUR RIGHTS.

You are required to mail or hand-deliver a copy of a written response to the Complaint to Seth M. Hunter, attorney for the Plaintiffs, whose post address is Post Office Box 2055, Hattiesburg, Mississippi 39403 and street address is 226 W. Pine St., Hattiesburg, Mississippi 39401. Your response must be mailed or delivered within thirty (30) days from the date of delivery of this summons and complaint or a judgment by default will be entered against you for the money or other things demanded in the complaint.

You must also file the original of your response with the Clerk of this Court within a reasonable time afterward.

Issued under my hand and the seal of said Court, this 7 day of June, 2021.

MARTIN HANKINS,
CIRCUIT CLERK,
LAMAR COUNTY, MISSISSIPPI

BY:

Dann Sellers
DEPUTY CLERK

MARTIN HANKINS, CIRCUIT CLERK
LAMAR COUNTY
PO BOX 369
PURVIS, MISSISSIPPI 39475



ATTORNEY FOR PLAINTIFF:

Seth M. Hunter (MSB# 101145)
Dukes Dukes & Hunter
Post Office Box 2055
Hattiesburg, Mississippi 39403
Tel: (601) 544-4121
Fax: (601) 544-4425
E-Mail: shunter@jdukeslaw.com

IN THE CIRCUIT COURT OF LAMAR COUNTY, MISSISSIPPI

AC2T, INC. D/B/A SPARTAN MOSQUITO

PLAINTIFF

V.

CIVIL ACTION NO. 37:21cv070

LIGHTS ON DISTRIBUTORS, LLC,
CCD WEBSTORE, LLC D/B/A THINK WEBSTORE,
CARTER CUSTOM DESIGN, LLC,
BRYAN CARTER,
AND JOHN DOES 1-50

DEFENDANTS

COMPLAINT

JURY TRIAL REQUESTED

COMES NOW, Plaintiff AC2T, Inc. d/b/a Spartan Mosquito and files and submits this, its Complaint against Defendant Lights On Distributors, LLC, CCD Webstore, LLC d/b/a Think Webstore, Carter Custom Design, LLC, Bryan Carter, and John Does 1-50, requesting a jury trial herein, and in support thereof states as follows:

I. PARTIES

1. Plaintiff AC2T, Inc. d/b/a Spartan Mosquito ("Spartan") is a Mississippi domestic corporation licensed to conduct business in the State of Mississippi and conducting business in the State of Mississippi. A primary office for Spartan is located in Lamar County, Mississippi.

2. Defendant Lights On Distributors, LLC ("Lights On") is a Mississippi domestic limited liability company licensed to conduct business in the State of Mississippi and conducting business in the State of Mississippi, with its principal office address in Rankin County, Mississippi. Lights On Distributors, LLC may be served with process of this Court upon its President, Bryan Carter at 312 Kingsbridge Road Madison, Mississippi 39110 and/or upon its Registered Agent.

3. Defendant CCD Webstore, LLC d/b/a Think Webstore ("Think") is a Mississippi domestic limited liability company licensed to conduct business in the State of Mississippi and

FILED
LAMAR COUNTY JUN 07 2021 CIRCUIT CLERK
[Signature]

conducting business in the State of Mississippi, with its principal office address in Rankin County, Mississippi. Think may be served with process of this Court upon its President, Manager, and Registered Agent Bryan Carter, 312 Kingsbridge Road Madison, Mississippi 39110.

4. Defendant Carter Custom Design, LLC (“CCD”) is a Mississippi domestic limited liability company licensed to conduct business in the State of Mississippi and conducting business in the State of Mississippi, with its principal office address in Rankin County, Mississippi. CCD may be served with process of this Court upon its President, Manager, and Registered Agent Bryan Carter, 312 Kingsbridge Road Madison, Mississippi 39110.

5. Defendant Bryan Carter (“Carter”) is a member, manager, and officer of Lights On, Think and CCD and is an adult resident citizen of the State of Mississippi and may be served with process of this Court at his residence address of 312 Kingsbridge Road Madison, Mississippi 39110.

6. Defendants John Does 1-50 are persons and/or entities whose names and identities are not currently known but who may be liable for some or all of the claims set forth herein. Once their names and/or identities are discovered, they will be properly substituted.

II. JURISDICTION AND VENUE

7. The Court has jurisdiction over the subject matter, as this matter is based in breach of contract, among other causes of action, and the amount in controversy exceeds the jurisdictional minimum of this Court. The Court has jurisdiction over the Spartan, as it has voluntarily submitted to the jurisdiction of this Court, it is a Mississippi domestic corporation and a primary office location is in Lamar County, Mississippi. The Court has jurisdiction over Lights On, Think, and CCD, as they are Mississippi domestic limited liability companies and conduct business in the State of Mississippi. The Court has jurisdiction over Carter as he is an adult resident citizen of the

State of Mississippi. Venue is proper, as a substantial portion of the events giving rise to this action occurred in Lamar County, Mississippi and, alternatively, the contract that is part of the subject of this action was entered into and breached in Lamar County, Mississippi. Furthermore, should the contract that is a part of the subject of this action be found valid, subject matter jurisdiction, personal jurisdiction and venue are proper as to Spartan and Lights On pursuant to the forum selection clause in the contract.

III. FACTS

8. Spartan was formed in 2016 in order to manufacture and sell mosquito killing devices. Spartan's first product was the Spartan Mosquito Eradicator, which it manufactured and sold from 2016 to 2020. Spartan is currently in the business of manufacturing and selling the Spartan Mosquito Pro Tech, which has been manufactured since 2020.

9. Lights On was in the business of providing third-party sales services to Spartan, including on Lights On's online store at "www.buyspartanonline.com." On information and belief, Lights On's primary business was selling Spartan's products. Carter is a member, manager, officer and/or President of Lights On.

10. Think is a company that was in the business of providing marketing consultation, services, and designing marketing material and images for Spartan. Carter is a member, manager, and President of Think.

11. CCD is also a company that was in the business of providing marketing consultation and services to Spartan. Carter is a member, manager, and President of CCD.

12. Carter was acting Chief Marketing Officer of Spartan through the relationship that existed between CCD and Spartan.

13. In 2018, Spartan discovered that its product had been sold on the Amazon website, though Spartan had not given permission to any reseller to conduct retail sales through internet third-party marketplaces. Existing on the Amazon website were the trademarks, trade names, product images, copyrights, marketing banners and other intellectual property (collectively “IP”) of Spartan.

14. Spartan was advised by Lights On, Think, CCD and Carter, that neither IP nor third-party listings could be removed from Amazon and that anyone, with or without affiliation to Spartan, could sell under Spartan’s IP then existing on the Amazon website and that Spartan’s IP could not be removed from the Amazon website.

15. Carter, acting in his individual capacity and in his capacity as member, manager, and/or officer of Lights On, Think, and CCD, advised Spartan that the only way to control or limit who could sell Spartan’s products on third-party online platforms and marketplaces and protect the Spartan IP that existed on the Amazon website, and any other third-party marketplace website, was to become the “registered brand owner” on Amazon and other websites and assign the IP to authorized resellers. Carter, acting in his individual capacity and in his capacity as member, manager, and/or officer of Lights On, Think, and CCD advised Spartan that in order to do this, Spartan would need to enter into an exclusive contract with an internet third-party reseller who could then exclusively sell Spartan’s products on Amazon and other internet third-party marketplaces. These representations by Lights On, Think, CCD, and Carter turned out to be false and fraudulent and were made to coerce, trick, and induce Spartan into entering into a contract with Lights On to become the exclusive internet third-party marketplace reseller for Spartan. These representations were material, as had they not been made by Lights On, Think, CCD, and

Carter, Spartan would not have eventually entered into a contract to make Lights On the exclusive reseller on internet third-party marketplaces and websites.

16. Spartan, having hired Think, CCD, and Carter to provide marketing services, material and consultation to Spartan, had a right to rely on Think, CCD, and Carter to provide truthful information to Spartan as it relates to its IP existing on internet third-party marketplaces and the ability of others to sell under Spartan's IP. Lights On, Think, CCD, and Carter, however, knew or should have known that this representation was false, as they were in the business of providing marketing advice, including online marketing advice, materials, and consulting to Spartan and were hired to do so, and they knew, or should have known, that Spartan's IP could be demanded to be removed from Amazon and other internet third-party marketplaces on demand by Spartan or its authorized representatives. Spartan, relying on the representations made by Lights On, Think, CCD, and Carter, and not being in the business of conducting marketing on internet third-party marketplaces, did not know that the representations made by Lights On, Think, CCD, and Carter were false.

17. As a result of the misrepresentations made by Lights On, Think, CCD, and Carter, and in reliance thereon, on May 21, 2018, Spartan entered into a "United States Exclusive Internet Reseller Agreement for Third Party Marketplaces" ("the Agreement") with Lights On. *See* Exhibit "A."

18. The Agreement required Lights On to purchase Spartan's product from Spartan and gave Lights On the exclusive right to sell Spartan's products on internet third-party marketplaces, including EBay and Amazon, and any other such internet site as agreed upon in writing between Spartan and Lights On. *See* Exhibit "A," ¶ 1.

19. The Agreement also gave Lights On a license and right to use the trademarks, trade names, product images, copyrights and marketing banners (“licensed IP”) of Spartan during the term of the Agreement. *See* Exhibit “A,” Definition “E” and ¶ 4. Spartan’s IP is registered through the United States Patent and Trademark Office, as well as the Mississippi Secretary of State.

20. The terms of the Agreement required Lights On to purchase 500,000 units from Spartan per each twelve (12) month contract period for the price of \$24.95 and to sell those 500,000 units each twelve (12) month contract period. *See* Exhibit “A,” ¶¶ 1 and 16. The units were to be purchased from Spartan by Lights On for the price of \$12.00 plus shipping. *See* Exhibit “A,” ¶ 16.

21. This commitment by Lights On to purchase 500,000 units from Spartan and to sell all of such units applied to not only the initial twelve (12) month term of the Agreement, but for each consecutive twelve (12) month renewal term. *See* Exhibit “A,” ¶ 6.

22. Over the course of the two and a half (2.5) years of the agreement, Lights On did not meet its required annual purchase and sales commitment of 500,000 units, leaving a shortfall of 586,240 units for the first two (2) twelve (12) month periods of the Agreement, and a prorated 250,000 units for May, 2020 through November, 2020. *See* Exhibit “A,” ¶ 16. Not taking into account interest, late fees, or shipping fees, the shortfall amounts to approximately \$11,414,904.00.

23. Per the Agreement, Lights On was to, “maintain adequate and reasonable physical inventory for all products it offers for sale” and “adhere to and comply with all pertinent laws, regulations and ordinances applicable to taking orders or conducting business over or through the internet.” *See* Exhibit “A,” ¶ 5.

24. Over the course of the Agreement, it came to the attention of Spartan that Lights On was not maintaining the physical inventory of Spartan’s products in an appropriate manner by

storing it in a storage facility that regularly exceeded the proper storage temperatures of 55°F to 75°F, which causes the product to degrade. Additionally, Lights On was selling Spartan's products into states where its products are prohibited by law from being sold and selling on some other internet third-party marketplaces without Spartan's written permission. These acts, along with the other acts and omissions listed above, placed Lights On in clear breach of the Agreement.

25. Spartan was contractually entitled to terminate the Agreement on thirty (30) days written notice to Lights On with or without cause, though Spartan clearly had cause due to Lights On's breaches of the Agreement. *See* Exhibit "A," ¶ 7. However, according to the Agreement, several sections of the Agreement would remain in effect after the termination of the Agreement, including restrictions on maintaining the physical inventory, sales price of Spartan's products, abiding by laws, regulations and ordinances applicable to sales, and others. *See* Exhibit "A," ¶ 14.

26. On October 13, 2020, Spartan advised Lights On that it was terminating the Agreement and that it was no longer going to allow Lights On to act as a reseller in third-party marketplaces effective November 12, 2020. *See* Exhibit "B," October 13, 2020 Notice of Termination. Lights On acknowledged this termination of the Agreement in writing and discontinued selling Spartan's products through internet third-party marketplaces and discontinued use of Spartan's licensed IP on internet third-party marketplaces and websites pursuant to the terms of the Agreement. *See* Exhibit "A," ¶ 8.

27. For approximately five (5) months thereafter, and to the knowledge of Spartan, Lights On abided by the termination of the Agreement and conducted no sales through internet third-party marketplaces websites and discontinued use of the licensed IP and Spartan's trademarks through internet third-party marketplaces and websites.

28. In approximately April, 2021, Lights On again began marketing the products through internet third-party marketplaces, using Spartan's IP and trademarks without a license to do so, and advertising and representing itself as an authorized reseller and manufacturer's representative of Spartan, thus violating the terms of the Agreement and the termination. *See* Exhibit "A," ¶ 8. It has also come to the attention of Spartan that in advertising, Lights On is using misleading advertising comparing Spartan's products to other pesticide products, which is prohibited by federal and state law.

29. Lights On has also engaged in using a modified version of Spartan's IP and labeling by placing a Lights On logo on the labeling and in the IP marks and images. *See* Exhibit "C."

30. Lights On is also engaged in selling Spartan's products for an amount significantly higher than the agreed-upon amount of \$24.95 per product, including \$49.95 per product, or \$99.90 for a set of two products. *See* Exhibit "D."

31. On April 21, 2021, Lights On was, again, advised that it was no longer allowed to sell the Spartan products through internet third-party marketplaces and websites and advised to discontinue use of Spartan's IP. *See* Exhibit "E."

32. On Mat 28, 2021, Lights On was advised, again, to cease and desist selling Spartan's products through internet third-party marketplaces and websites and requested, again, to discontinue use of Spartan's IP. *See* Exhibit "F."

33. Lights On has not been prevented from selling through the inventory it had remaining at the time that the Agreement was terminated and was allowed to sell that remaining inventory in Lights On's online store at "www.buyspartanonline.com," and use Spartan's IP in conjunction with the "www.buyspartanonline.com" website and sales through that website. *See* Exhibit "A," ¶

34. Lights On has been warned on multiple occasions to cease its breaches of the Agreement and other fraudulent activity related to Spartan, but it has willfully refused to do so.

IV. CAUSES OF ACTION

A. FRAUD, INTENTIONAL MISREPRESENTATION AND/OR NEGLIGENT MISREPRESENTATION AND CONCEALMENT

35. Spartan incorporates the facts set forth above, including, but not limited to, those set forth in Paragraphs 13 through 19. Spartan specifically states that Lights On, Think, CCD, and Carter, in taking part in the acts as set forth above, specifically and intentionally committed a fraud upon Spartan, including, but not limited to, fraud in the inducement, as well as intentionally and/or negligently misrepresented certain material claims to Spartan in order to induce Spartan to enter into the Agreement, and concealed that Spartan's IP could be removed from Amazon and other internet third-party marketplaces upon demand.

36. The fraud, misrepresentation and concealment committed by Lights On, Think, CCD, and Carter caused Spartan to enter into the Agreement, which has been continually breached by Lights On, and prevented Spartan from entering into more advantageous and lucrative agreements with other persons and/or entities to sell more Spartan product.

37. Furthermore, Lights On's acts and omissions during and after the period of the illegal Agreement have continued to cause damage to Spartan. These acts and omissions include, but are not limited to:

- a. Failing to purchase 500,000 product units from Spartan per year and sell them on internet third-party marketplaces;
- b. Selling Spartan's products on internet third-party marketplaces without written authorization from Spartan;

- c. Failing to the maintain the physical inventory according to specifications causing damage and degradation of Spartan's products and customer dissatisfaction and claims;
- d. Failing to comply with the laws, rules and regulations applicable to internet sales including by selling Spartan's products into states where they are prohibited;
- e. Altering and modifying Spartan's IP and labeling to place a Lights On logo on the labeling and amongst the IP marks and images;
- f. Selling Spartan's products for more than the \$24.95 per product as mandated in the Agreement;
- g. Representing to end users that, after the termination of the Agreement, Lights On is an authorized reseller and manufacturer representative of Spartan products and that Spartan would provide warranty to the products sold by Lights On;
- h. Comparing Spartans products to others pesticide products in a misleading fashion, in violation of federal and state law; and
- i. Using Spartan's IP on internet third-party marketplaces without authorization.

38. All of these acts have caused damage to Spartan, which is further set forth hereinbelow.

39. Furthermore, as a result of the fraud in the inducement and misrepresentation, the rights and licenses granted to Lights On in the Agreement should be held for naught.

B. ALTERNATIVELY, BREACH OF CONTRACT

40. Spartan and Lights On entered into the Agreement on May 21, 2018. Thereafter, Lights On materially breached its Agreement including, but not limited to, by:

- a. Failing to purchase 500,000 product units from Spartan per year and sell them on internet third-party marketplaces;
- b. Selling on internet third-party marketplaces beyond EBay and Amazon without written authorization from Spartan;
- c. Failing to the maintain the physical inventory according to specifications causing damage and degradation of Spartan's products and customer dissatisfaction and claims;
- d. Failing to comply with the laws, rules and regulations applicable to internet sales including by selling Spartan's products into states where they are prohibited;
- e. Altering and modifying Spartan's IP and labeling to place a Lights On logo on the labeling and amongst the IP marks and images;
- f. Selling Spartan's products for more than the \$24.95 per product as mandated in the Agreement;
- g. Representing to end users that, after the termination of the Agreement, Lights On is an authorized reseller and manufacturer representative of Spartan products and that Spartan would provide warranty to the products sold by Lights On;
- h. Comparing Spartans products to others pesticide products in a misleading fashion, in violation of federal ans state law;

- i. Failing to abide by the termination of the Agreement by using Spartan's IP on internet third-party marketplaces without authorization; and
- j. Failing to abide by the termination of the Agreement by continuing selling on internet third-party marketplaces.

41. Spartan has not breached the Agreement in any respect. As a result of the breaches of contract by Lights On, Spartan has suffered damages.

C. ACCOUNTING

42. Lights On was in a fiduciary relationship with Spartan by selling its products and/or through the Agreement. Lights On, having committed fraud and having breached the Agreement and having sold the products of Spartan through internet third-party marketplaces without being authorized to do so, and undertaken other fraudulent, intentional and/or negligent acts and breaches of contract, and while infringing on the trademarks and IP of Spartan and engaging in unfair competition, has earned revenue and income by such unlawful acts. Therefore, Lights On should provide an accounting of all Spartan product sold, including through internet third-party marketplaces, and where said product was obtained from the inception of the selling of Spartan's product or, alternatively, since the termination of the Agreement, including providing the origin of the product sold.

D. CONCEALMENT AND INTENTIONAL AND/OR NEGLIGENT MISREPRESENTATION II

43. Lights On has concealed and attempted to conceal its sale of Spartan's products through third-party marketplaces and has misrepresented to end users that it is an authorized reseller and manufacturer's representative of Spartan's products through internet third-party marketplaces by using Spartan's IP without authorization or license. Lights On has also misrepresented that Spartan would stand behind the product sold by Lights On and provide

warranty of the product through Spartan. Spartan has been damaged as a result of the concealment and misrepresentations by Lights On.

E. MISAPPROPRIATION AND MISUSE OF SPARTAN'S IP,
TRADEMARK INFRINGEMENT-FEDERAL AND STATE,
AND UNFAIR COMPETITION

i. UNDERLYING FACTS

44. Spartan's IP is owned by Spartan and is registered with the United States Patent and Trademark office and the Mississippi Secretary of State.

45. Spartan filed its federal trademark application for SPARTAN MOSQUITO for "insecticides" in International Class 5 on August 29, 2016, with a claimed date of first use of August 19, 2016. This registration issued on April 18, 2017 as Registration No. 5185280. A true and correct copy of this United States Trademark Registration No. 5185280 is attached hereto as Exhibit "G."

46. Spartan filed its federal trademark application for SPARTAN MOSQUITO BOMB for "insecticides" in International Class 5 on August 29, 2016, with a claimed date of first use of August 19, 2016. This registration issued on April 18, 2017 as Registration No. 5185284. A true and correct copy of this United States Trademark Registration No. 5185284 is attached hereto as Exhibit "H."

47. Spartan filed its federal trademark application for the Spartan Mosquito Logo



® for "insecticides" in International Class 5 on January 31, 2017, with a claimed date of first use of August 19, 2016. This registration issued on August 22, 2017 as Registration No. 5271098. A true and correct copy of this United States Trademark Registration No. 5271098 is attached hereto as Exhibit "I."

48. Spartan filed its federal trademark application for SPARTAN MOSQUITO &



® for “pesticides for use with an outdoor insect and pest eradication device” in International Class 5 on May 3, 2018, with a claimed date of first use of August 19, 2016. This registration was issued on January 14, 2020 as Registration No. 5958603. A true and correct copy of this United States Trademark Registration No. 5958603 is attached hereto as Exhibit “J.”

49. Spartan filed its federal trademark application for SPARTAN MOSQUITO ERADICATOR for “insecticides” in International Class 5 on May 3, 2018, with a claimed date of first use of August 19, 2016. This registration was issued on July 30, 2019 as Registration No. 5817011. A true and correct copy of this United States Trademark Registration No. 5817011 is attached hereto as Exhibit “K.”

50. Spartan filed its federal trademark application for SPARTAN GO for “insect repellants, namely, sprays used to repel mosquitos” in International Class 5 on an intent-to-use basis. The application has been assigned United States Serial No. 88717974 and is currently pending at the USPTO. A true and correct copy of this United States Trademark Application Serial No. 88717974 is attached hereto as Exhibit “L.”

51. Spartan filed its federal trademark application for SPARTAN GO! for “insect repellants, namely, sprays used to repel mosquitos” in International Class 5 on an intent-to-use basis. The application has been assigned United States Serial No. 88717969 and is currently pending at the USPTO. A true and correct copy of this United States Trademark Application Serial No. 88717969 is attached hereto as Exhibit “M.”

52. Spartan filed its federal trademark application for SPARTAN MOSQUITO ERADICATOR PRO-TECH for “pesticides for use with an outdoor insect and pest eradication

device” in International Class 5 on an intent-to-use basis. The application has been assigned United States Serial No. 88718236 and is currently pending at the USPTO. A true and correct copy of this United States Trademark Application Serial No. 88718236 is attached hereto as Exhibit “N.”

53. Spartan filed its federal trademark application for SPARTAN MOSQUITO PRO-TECH for “pesticides for use with an outdoor insect and pest eradication device” in International Class 5 on an intent-to-use basis. The application has been assigned United States Serial No. 90266970 and is currently pending at the USPTO. A true and correct copy of this United States Trademark Application Serial No. 90266970 is attached hereto as Exhibit “O.”

54. Spartan filed its Mississippi state trademark application for SPARTAN MOSQUITO for “insecticides” on August 29, 2016, with a claimed date of first use of August 19, 2016. The registration was issued on September 2, 2016 as Registration No. 15965. A true and correct copy of this Mississippi Trademark Registration No. 15965 is attached hereto as Exhibit “P.”

55. Spartan filed its Mississippi state trademark application for SPARTAN MOSQUITO BOMB for “insecticides” on August 29, 2016, with a claimed date of first use of August 19, 2016. The registration was issued on September 2, 2016 as Registration No. 15966. A true and correct copy of this Mississippi Trademark Registration No. 15966 is attached hereto as Exhibit “Q.”

56. Spartan filed its Mississippi state trademark application for the Spartan Mosquito



Logo ® for “insecticides” on August 29, 2016, with a claimed date of first use of August 19, 2016. The registration was issued on September 2, 2016 as Registration No. 15967. A true

and correct copy of this Mississippi Trademark Registration No. 15967 is attached hereto as Exhibit "R."

57. Lights On, having played a role in fraudulently inducing Spartan into the Agreement, and benefiting from the fraud, never should have been able to use Spartan's IP and Trademarks for any purposes as it relates to internet third-party marketplaces and websites.

58. However, at the termination of the Agreement, Lights On's license and authorization to use Spartan's licensed IP and Trademarks, though wrongfully gained, was terminated as it relates to internet third-party marketplaces and websites.


59. Lights On is continuing to use Spartan's IP without Spartan's authorization or license and to sell Spartan's products through internet third-party marketplaces and websites, in breach of the Agreement, and in violation of state and federal trademark law.

60. Furthermore, Lights On has modified Spartan's IP, including its product labeling, to place its logo on the product labeling.

ii. COMMON LAW TRADEMARK INFRINGEMENT

61. Lights On seeks to make a connection with Spartan. On the Amazon website, Lights On lists Spartan Mosquito prominently in its "Spartan Mosquito" store and intermingles its "Lights On Distributors" logo with Spartan's IP and Trademarks. Lights On also uses Spartan

Mosquito's logo,  ®.

62. Lights On uses and intends to use the trademark SPARTAN MOSQUITO and the  logo ® (collectively, the "Infringing Marks") without the authorization

of Spartan, thereby confusing consumers as to the authorization or approval of Lights On's goods and services and resulting in damage and detriment to Spartan and its reputation and goodwill.

63. Consumers are likely to believe mistakenly that Lights On is affiliated or connected with, or otherwise authorized or sponsored by, Spartan. Thus, Lights On's misleading conduct is likely to harm consumers.

64. Lights On's use of the Infringing Marks trades off the goodwill of the Spartan Trademarks and is without permission or license from Spartan.

65. Lights On willfully, intentionally, and in bad faith adopted and uses the Infringing Marks to create consumer confusion and trade off Spartan's reputation and goodwill under the Spartan Trademarks.

66. Spartan has used its Spartan Trademarks continuously on or in connection with Spartan's Lights On in interstate commerce prior to the date Lights On commenced use of the Infringing Marks and since Lights On has been terminated from using the Infringing Marks.

67. Spartan was fraudulently induced in entering into the Agreement and therefore all use of Spartan's Trademarks and IP by Lights On on third-party internet marketplaces and websites is and was use of Infringing Marks. To the extent that the Agreement is held valid, Spartan and Lights On severed any ties as it relates to internet third-party marketplaces and the ability of Lights On to use the Infringing Marks, and any of Spartan's IP, on November 12, 2020.

iii. FEDERAL TRADEMARK INFRINGEMENT-15 U.S.C. § 1114

68. Lights On's Infringing Marks are identical to the Spartan Trademarks in appearance, sound, meaning, and commercial impression such that the use thereof is likely to cause confusion, mistake, and deception as to the sponsorship or approval of Lights On's Lights On and

services, and will injure and damage Spartan and the goodwill and reputation symbolized by the Spartan Trademarks.

69. The public is likely to be confused, deceived, and to assume erroneously that Lights On is in some way connected with, licensed, or sponsored by or affiliated with Spartan, all to Spartan's irreparable damage.

70. Likelihood of confusion is enhanced by the fact that the Spartan Trademarks are strong and entitled to a broad scope of protection.

71. Likelihood of confusion is also enhanced by the fact that Lights On's Infringing Marks are identical to the Spartan Trademarks.

72. Spartan was fraudulently induced in entering into the Agreement and therefore all use of Spartan's Trademarks and IP by Lights On on third-party internet marketplaces and websites was and is use of Infringing Marks.

73. To the extent that the Agreement is held valid, since November 12, 2020, and as it relates to internet third-party marketplaces and websites, Lights On is not affiliated or connected with Spartan and is not endorsed, sponsored or authorized by Spartan, and Spartan has not approved any of Lights On's goods and services offered or sold or intended to be sold or provided by Lights On.

74. Lights On has not sought or obtained the permission of Spartan to continue to use the Infringing Marks following termination of the relationship, nor has Spartan approved any of the Lights On's goods or services.

75. Spartan's United States Trademark Registrations identified above provide, at the very least, constructive notice to Lights On of the rights of Spartan in and to the Spartan

Trademarks. Furthermore, Lights On has been warned on multiple occasions that its use of the Infringing Marks on internet third-party marketplaces and websites was prohibited.

76. Lights On's use of the Infringing Marks is likely to cause confusion, mistake, or deception of consumers as to the sponsorship or approval of the goods and services, in violation of the Lanham Act, including but not limited to, 15 U.S.C. § 1114.

77. Consumers are likely to purchase Lights On's goods believing that Spartan has sponsored, approved or authorized Lights On's sales of Spartan's goods, thereby resulting in a loss of goodwill and economic harm to Spartan.

78. Upon information and belief, Lights On intentionally adopted and used the Infringing Marks so as to create consumer confusion and trade off Spartan's reputation and goodwill under the Spartan Trademarks and on internet third-party marketplaces.

79. Spartan is informed and believes, and on that basis alleges, that Lights On has derived unlawful gains and profits from its infringing use of the Infringing Marks.

80. The goodwill of Spartan's business under the Spartan Trademarks is of great value, and Spartan will suffer irreparable harm should Lights On's infringement be allowed to continue to the detriment of the trade reputation and goodwill of Spartan for which damage Spartan cannot be adequately compensated at law.

81. Spartan has no control over the quality of the goods and services offered by Lights On. Thus, the great value of the Spartan Trademarks is subject to damage by an entity Spartan cannot control.

82. Unless enjoined by this Court from so doing, Lights On will continue to engage in its acts of infringement, to the irreparable damage and injury of Spartan.

83. Upon information and belief, Lights On has engaged in acts of infringement, with knowledge of Spartan's exclusive rights in and to the Spartan Trademarks, and Lights On continues in such acts of intentional infringement, thus entitling Spartan to an award of treble its actual damages, Lights On's profits, plus attorneys' fees and costs in bringing and maintaining this action, pursuant to Section 35(b) of the Lanham Act, 15 U.S.C. § 1117(b).

iv. STATE TRADEMARK INFRINGEMENT-MISS. CODE ANN. §§ 75-25-1, *ET SEQ.*

84. Lights On's Infringing Marks are identical to the Spartan Trademarks in appearance, sound, meaning, and commercial impression such that the use thereof is likely to cause confusion, mistake, and deception as to the sponsorship or approval of Lights On's goods and services, and will injure and damage Spartan and the goodwill and reputation symbolized by the Spartan Trademarks.

85. The public is likely to be confused, deceived, and to assume erroneously that Lights On is in some way connected with, licensed, sponsored by, authorized, or affiliated with Spartan, all to Spartan's irreparable damage.

86. Likelihood of confusion is enhanced by the fact that the Spartan Trademarks are strong and entitled to a broad scope of protection.

87. Likelihood of confusion is also enhanced by the fact that Lights On's Infringing Marks are identical to the Spartan Trademarks.

88. Spartan was fraudulently induced in entering into the Agreement and therefore all use of Spartan's Trademarks and IP by Lights On on third-party internet marketplaces and websites is and was use of Infringing Marks.

89. To the extent that the Agreement is held valid, since November 12, 2020, and as it relates to internet third-party marketplaces and websites, Lights On is not affiliated or connected

with Spartan and is not endorsed, sponsored or authorized by Spartan, and Spartan has not approved any of Lights On's goods offered or sold or intended to be sold or provided by Lights On.

90. Lights On has not sought or obtained the permission of Spartan to continue to use the Infringing Marks on internet third-party marketplaces and websites following termination of the relationship, nor has Spartan approved any of Lights On's goods or services on internet third-party marketplaces and websites following the termination of the relationship.

91. Spartan's Mississippi state trademark registrations identified above provide, at the very least, constructive notice to Lights On of the rights of Spartan in and to the Spartan Trademarks. Furthermore, Lights On has been warned on multiple occasions that its use of the Infringing Marks on internet third-party marketplaces and websites was prohibited.

92. Lights On's use of the Infringing Marks is likely to cause confusion, mistake, or deception of consumers as to the sponsorship or approval of the goods and services, in violation of Mississippi law, including but not limited to Miss. Code Ann. § 75-25-23.

93. Consumers are likely to purchase Lights On's goods believing that Spartan has sponsored, approved or authorized Lights On's sales of Spartan's goods, thereby resulting in a loss of goodwill and economic harm to Spartan.

94. Upon information and belief, Lights On intentionally adopted and used the Infringing Marks so as to create consumer confusion and trade off Spartan's reputation and goodwill under the Spartan Trademarks and on internet third-party marketplaces.

95. Spartan is informed and believes, and on that basis alleges, that Lights On has derived unlawful gains and profits from its infringing use of the Infringing Marks.

96. The goodwill of Spartan's business under the Spartan Trademarks is of great value, and Spartan will suffer irreparable harm should Lights On's infringement be allowed to continue to the detriment of the trade reputation and goodwill of Spartan for which damage Spartan cannot be adequately compensated at law.

97. Spartan has no control over the quality of the goods and services offered by Lights On. Thus, the great value of the Spartan Trademarks is subject to damage by an entity Spartan cannot control.

98. Unless enjoined by this Court from so doing, Lights On will continue to engage in its acts of infringement, to the irreparable damage and injury of Spartan.

99. Upon information and belief, Lights On has engaged in acts of infringement, with knowledge of Spartan's exclusive rights in and to the Spartan Trademarks, and Lights On continues in such acts of intentional infringement, thus entitling Spartan to an award of treble its actual damages, Lights On's profits, plus attorneys' fees and costs in bringing and maintaining this action, pursuant to Miss. Code Ann. § 75-25-27.

**v. FEDERAL UNFAIR COMPETITION AND FALSE DESIGNATION OF ORIGIN
AND FALSE AND MISLEADING REPRESENTATIONS-15 U.S.C. § 1125(A)**

100. Lights On's use of the Infringing Marks by way of internet third-party marketplaces and websites constitutes unfair competition and a false designation of origin or false or misleading description or representation of fact, which is likely to deceive customers and prospective customers into believing that the Lights On's goods and services, and sales of goods and services, are affiliated, connected, or associated with, or sponsored by, Spartan in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

101. Lights On's actions cause or are likely to cause confusion or mistake among the public as to the true origin and sponsorship of the Lights On's goods and services, and to confuse

the public into believing that the Lights On's goods and services have the approval or authorization of Spartan, or are otherwise affiliated, connected, or associated with, or sponsored by, Spartan, in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

102. Spartan has no control over Lights On and the nature and quality of Lights On's goods and services. Any failure, neglect, or default of Lights On in providing goods and services, or support and warranty for goods and services, will reflect adversely on Spartan.

103. Upon information and belief, Lights On intentionally adopted and uses the Infringing Marks so as to create consumer confusion and trade off Spartan's reputation and goodwill under the Spartan Trademarks.

104. Spartan is informed and believes, and on this basis alleges, that Lights On has derived unlawful gains and profits from its infringement of the Spartan Trademarks.

105. The goodwill of the business of Spartan under the Spartan Trademarks is of great value, and Spartan will suffer irreparable harm should Lights On's acts of unfair competition, and false representation and designations, be allowed to continue, to the detriment of the trade reputation and goodwill of Spartan for which damage Spartan cannot be adequately compensated at law.

106. Spartan has no control over the quality of the goods and services offered by Lights On. Thus, the value of the Spartan Trademarks are subject to damage by an entity it cannot control. Unless enjoined by this Court from so doing, Lights On will continue to engage in acts of unfair competition, and false representation and designation, to the irreparable damage and injury of Spartan.

107. Upon information and belief, Lights On has engaged in acts of unfair competition, and false representation and designation, with knowledge of the exclusive rights of Spartan in and

to the Spartan Trademarks, and Lights On continues in such acts of unfair competition, false representation and designation, in violation of 15 U.S.C. § 1125(a), thus entitling Spartan to an award of its actual damages, Lights On's profits, plus attorneys' fees, expenses, and costs in bringing and maintaining this action, pursuant to Section 35(a) of the Lanham Act, 15 U.S.C. § 1117(a).

F. UNJUST ENRICHMENT

108. Lights On has been unjustly enriched by its fraud, misrepresentation, concealment, trademark infringement, unfair competition, breaches of contract, and in all other acts set forth herein, all to the detriment of Spartan. Spartan has suffered damages as a result of Lights On's unjust enrichment.

G. BREACH OF THE DUTY OF GOOD FAITH AND FAIR DEALING/BAD FAITH

109. Inherent in the Agreement between Spartan and Lights On was the duty of Lights On to act in good faith and to deal fairly with Spartan. Further, inherent in the business relationship between Lights On, Think, CCD, Carter, and Spartan, was the duty of said Defendants to act in good faith and to deal fairly with Spartan. By acting in a manner to fraudulently induce Spartan to enter into the Agreement, Lights On, Think, CCD, and Carter breached their duty of good faith and fair dealing to Spartan and caused Spartan damages. Lights On, by not abiding by the termination of the Agreement, and by holding itself out as an authorized reseller of Spartan products on internet third-party marketplaces and to end users, by infringing on the trademarks of Spartan and participating in unfair competition, and in all other acts as set forth herein, has breached the duty of good faith and fair dealing owed to Spartan, and has thus caused Spartan damages.

110. Furthermore, Lights On, in undertaking all of the acts, omissions and breaches set forth herein, has done so without a justifiable basis and has thus acted in bad faith and caused damages to Spartan.

H. CIVIL CONSPIRACY

111. Lights On, Think, CCD, and Carter conspired between themselves to misrepresent to Spartan that its IP could not be removed from Amazon and that Spartan would have to enter into the Agreement to keep others from selling under Spartan's IP that exists on Amazon and other internet third-party marketplaces. This misrepresentation caused Spartan to be fraudulently induced to enter into the Agreement. This conspiracy between Lights On, Think, CCD, and Carter caused damages to the Plaintiff.

I. NEGLIGENCE

112. Lights On had and has a duty to refrain from selling and shipping Spartan's products into states and jurisdictions where Spartan's products are not approved for sale or shipment. Lights On also had and has a duty to store Spartan's products in a manner that will ensure that they are effective when used by end users, including keeping Spartan's products in a climate-controlled environment in a temperature range of 55°F and 75°F. Lights On also has a duty to refrain from over-pricing Spartan's products on internet third-party marketplaces and websites. Lights On also has a duty to comply with all federal and state laws as it relates to advertising, including not making misleading comparisons to other pesticide products. Lights On has breached in these duties and has caused damage to Spartan.

J. VIOLATION OF FEDERAL PESTICIDE LAW AND MISSISSIPPI PESTICIDE LAW

113. Federal and state law requires that advertising and marketing material of Spartan not contain misleading language and representations that compares Spartan products to other pesticides. Federal and state law also requires that labels on pesticides contain truthful information and be registered with the Mississippi Department of Agriculture and Commerce. Further, federal and state law require that pesticides that are manufactured and sold by pesticide manufacturers to be properly registered. On information and belief, Lights On is violating federal and state law in several respects.

114. Lights On is using an unapproved, counterfeit label that violates 40 C.F.R. § 152.25(f)(3)(iv), which prohibits false or misleading label statements including placing Lights On's name and logo among Spartan's Trademarks and IP, and also violates 40 C.F.R. § 152.25(f)(3)(iii)(A), which requires accurate identification of the producer and distributor named on the label. Thus, the counterfeit label causes the product to stop complying with the Federal Insecticide, Fungicide, and Rodenticide Act's ("FIFRA") minimum-risk pesticide exemption. 7 U.S.C. §§ 136, *et seq.*

115. Additionally, Mississippi law requires that pesticides and pesticide labels be registered with the State Department of Agriculture and Commerce. The counterfeit Spartan Mosquito Eradicator labels vary from those registered with the State in violation of Mississippi law, including, but not limited to, pursuant to Miss. Code Ann. §§ 69-23-5 and 69-23-7.

116. Furthermore, the Environmental Protection Agency ("EPA") has declared false or misleading product comparisons to be prohibited misbranding. 40 C.F.R. § 156.10(a)(5)(iv). Mississippi law, likewise, prohibits such false or misleading product comparisons as prohibited misbranding. Miss. Code Ann. § 69-23-3(bb).

117. Lights On's violations of federal pesticide law and state pesticide law causes regulatory issues for Spartan and damages to Spartan.

V. PRAYER FOR RELIEF

118. Spartan respectfully requests that the Court enter injunctive relief, including, but not limited to,

a. Ordering Lights On to terminate and discontinue all sales on all internet third-party marketplaces, including, but not limited to, Amazon and EBay;

b. Ordering Lights On to disgorge from itself any and all monies and funds received as a result of its fraud and unauthorized sale of Spartan's products on internet third-party marketplaces and as a result of the misappropriation and misuse of the licensed IP and other violations and breaches of the Agreement;

c. Enter a judgment against Lights On that Lights On has committed and is committing acts of trademark infringement in violation of the rights of Spartan under 15 U.S.C. § 1114 and Miss. Code Ann. § 75-25-23;

d. Enter a judgment against Lights On that Lights On has willfully infringed the registered trademark rights of Spartan in and to the Spartan Trademarks under 15 U.S.C. § 1114 and Miss. Code Ann. § 75-25-23;

e. Enter a judgment against Lights On that Lights On has committed and is committing acts of false designation of origin, false or misleading description of fact, or false or misleading representation in violation of the rights of Spartan under 15 U.S.C. § 1125(a);

f. Issue preliminary and permanent injunctive relief against Lights On, and that Lights On, its officers, agents, representatives, servants, employees, attorneys, successors and assigns,

and all others in active concert or participation with Lights On, be enjoined and restrained as follows:

1. offering for sale, selling, or reselling any Spartan products on any internet third-party marketplace or website;
2. holding itself out as an authorized reseller of any Spartan product on any internet third-party marketplace or website;
3. maintaining the physical inventory of Spartan's products in climate-controlled storage outside of the 55°F and 75°F storage requirements;
4. modifying and/or using Spartan product labels except those that have been registered with the Mississippi State Department of Agriculture;
5. using language and representations in any marketing material comparing Spartan's products to other pesticides;
6. imitating, copying, or making any other infringing use of the Spartan Trademarks and Lights On's Infringing Marks, and any other mark now or hereafter confusingly similar to the Spartan Trademarks;
7. manufacturing, assembling, producing, distributing, offering for distribution, circulating, selling, offering for sale, advertising, importing, promoting, or displaying any simulation, reproduction, counterfeit, copy, or colorable imitation of the Spartan Trademarks, Lights On's Infringing Marks, or any mark confusingly similar thereto;
8. using any false designation of origin or false description or statement which can or is likely to lead the trade or public or individuals erroneously to believe that any service has been provided, produced, distributed, offered for distribution, circulation, sold,

offered for sale, imported, advertised, promoted, displayed, licensed, sponsored, approved, or authorized by or for Spartan, when such is not true in fact;

9. using the names, logos, or other variations thereof of the Spartan Trademarks or Light's On's Infringing Marks in any of Lights On's trade or corporate names as it relates to internet third-party marketplaces and websites;

10. engaging in any other activity constituting an infringement of the Spartan Trademarks, or of the rights of Spartan in, or right to use or to exploit the Spartan Trademarks; and

11. assisting, aiding, or abetting any other person or business entity in engaging in or performing any of the activities referred to in subparagraphs (1) through (10) above;

g. Order Lights On, at its own expense, to recall all marketing, promotional and advertising materials that bear or incorporate Lights On's Infringing Marks, or any mark identical or confusingly similar to the Spartan Trademarks, which have been distributed, sold, or shipped, by Lights On or on its behalf, and to reimburse all customers from which said materials are recalled;

h. Order Lights On to destroy all labels, signs, prints, packages, molds, plates, dies, wrappers, receptacles, and advertisements in their possession or under its control, bearing Lights On's Infringing Marks, and/or any simulation, reproduction, copy, or colorable imitation thereof, and all plates, molds, matrices, and any other means of making the same;

i. Order Lights On to publish notice to all customers or members of the trade who may have seen or heard of Lights On's use of Lights On's Infringing Marks, which notice shall disclaim any connection with Spartan and shall advise them of the Court's injunction order and of

Lights On's discontinuance from all use of Lights On's Infringing Marks on internet third-party marketplaces;

j. Order Lights On to contact and communicate with any and all internet third-party marketplaces and websites with whom Lights On has conducted business and used Lights On's Infringing Marks, including, but not limited to, Amazon, and request that they remove any and all Infringing Marks from their internet third-party marketplaces and websites;

k. Order Lights On to file with this Court and to serve upon Spartan within thirty (30) days after service upon Lights On of an injunction in this action, a written report by Lights On, under oath, setting forth in detail the manner in which Lights On has complied with the injunction;

l. Order Lights On to pay the costs of corrective advertising;

m. Order Lights On to hold in trust, as constructive trustee for the benefit of Spartan, its profits obtained from its provision of goods and services offered for sale under Lights On's Infringing Marks;

n. Order Lights On to provide Spartan a full and complete accounting of all amounts due and owing to Spartan as a result of Lights On's illegal activities;

o. Order Lights On to pay the general, special, actual, and statutory damages of Spartan as follows: Spartans damages and Lights On's profits pursuant to 15 U.S.C. § 1117(a) and Miss. Code Ann. § 75-25-27, trebled pursuant to 15 U.S.C. § 1117(b) and Miss. Code Ann. § 75-25-27, for Lights On's willful violation of the federally registered trademarks of Spartan; and

p. Enter a judgment designating this action an exceptional case entitling Spartan to an award of their reasonable attorneys' fees incurred as a result of this action, pursuant to 15 U.S.C. § 1117;

q. Order Lights On to pay to Spartan both the costs of this action and reasonable attorneys' fees incurred by Spartan in prosecuting this action pursuant to 15 U.S.C. § 1117(a) and Miss. Code Ann. § 75-25-27;

r. Order punitive damages against Lights On, Think, CCD, and Carter, as their acts were intentional, malicious, willful, wanton, in reckless disregard for the rights of Spartan, and many were taken after Lights On was placed on notice of direct violation of the Agreement, which was wholly ignored by Lights On;

s. Order any and all other damages to include, but not be limited to,

1. Spartan's loss in revenue for having been fraudulently induced to entering into the Agreement and being unable for a period of time to enter into any other exclusive agreement to sell on internet third-party marketplaces and websites with other business which would have been more lucrative than the Agreement entered into with Lights On;

2. Alternatively, breach of contract damages to include, but not be limited to, \$11,414,904.00;

3. Unjust enrichment damages;

4. Damage to good will;

5. Damage to reputation;

6. Loss of business and customers to other products and counterfeiters as a result of Lights On's overpricing of Spartan's products and failure to maintain the physical inventory leading to the degradation of Spartans' products;

7. Spartan's cost to make Lights On customers whole for degraded product sent to them;

8. Disgorgement of all monies received as a result of all fraud and all unauthorized sales of Spartan's products on internet third-party marketplaces;

9. Spartan's loss of income and profits as a result of sales by Lights On on internet third-party marketplaces and websites;

10. Spartan's loss of income and profits as a result of sales by Lights On's overpricing on internet third-party marketplaces and websites;

11. Any and all fees, expenses, costs, fines, and penalties incurred by Spartan for Lights On's sale or shipment of Spartan products into states and jurisdictions where Spartan's products are not approved or prohibited by law;

12. Any and all fees, expenses, costs, fines, and penalties incurred by Spartan for Lights On's sale or shipment of Spartan products into states and jurisdictions where Spartan's products are not approved or prohibited by law;

13. Any and all fees, expenses, costs, fines, and penalties incurred by Spartan for Lights On's violations of state and/or federal law, including, but not limited to, related to advertising;

14. Dilution and diminution in value of the licensed IP and Spartan's Trademarks;

15. Cost of Spartan to remedy customer complaints and provide replacement goods due to Lights On's failure to properly maintain its inventory of Spartan's products; and

16. Any and all other damages and relief to which Spartan may be found to be entitled at any hearing or trial of this cause.

VI. RESERVATION OF RIGHTS


119. Because irreparable harm is currently occurring as a result of the continued violations of the Agreement by Lights On, Spartan reserves the right to seek a preliminary injunction based on the foregoing facts.

120. Spartan also reserves the right to amend this Complaint to add, modify, revise or amend the claims set forth herein.

WHEREFORE, PREMISES CONSIDERED, Plaintiff Spartan respectfully requests that after a jury trial that the Court find in its favor on all counts as set forth above and against Lights On, Think, CCD, and Carter, and order all relief, damages and injunctive relief as herein requested and any and all other relief at law or in equity to which Spartan may be entitled from Lights On, Think, CCD, and Carter.

RESPECTFULLY SUBMITTED, on this the 7th day of June, 2021

AC2T, INC.
D/B/A SPARTAN MOSQUITO,
PLAINTIFF

BY: 
Seth M. Hunter (MSB# 101145)
Dukes Dukes & Hunter
P.O. Box 2055
Hattiesburg, MS 39403
Tel: (601) 544-4121
Fax: (601) 544-4425
E-Mail: shunter@jdukeslaw.com
Attorney for the Plaintiff

SPARTAN MOSQUITO ERADICATOR

United States Exclusive Internet Reseller Agreement for Third Party Marketplaces

THIS AGREEMENT (the "Agreement") is made effective this 21 day of MAY 2018 (the "Effective Date"), between AC2T, Inc., dba SPARTAN MOSQUITO, and Lights On Distributors, LLC (Reseller). This Agreement describes the rights and obligations of Reseller and AC2T, Inc. with respect to the appointment of Reseller as the Exclusive Internet Authorized Reseller of AC2T, Inc. for third party marketplaces. Spartan Mosquito Eradicator Products. Reseller and AC2T each acknowledge that the following terms and conditions are essential to maintaining the viability of AC2T's distribution network for the Products and ensuring the success of its Internet Authorized reseller. AC2T and Reseller are each sometimes referred to herein as a "party" and collectively as the "parties." The parties agree as follows:

Definitions.

- A. **Products:** The "Product(s)" shall include AC2T products and related equipment and accessories including Spartan Mosquito Eradicators.
- B. **Territory:** The "Territory" shall mean any place in the United States of America where Product sales are legal.
- C. **End-User:** An "End-User" shall mean any purchaser of the Product(s) from the Reseller who is the ultimate consumer for whom the Product is designed and who does not intend to resell the Product to a third party.
- D. **Transship:** "Transship" or "Transshipping" shall mean the sale of Product(s) to any entity other than an End-User.
- E. **Licensed IP:** The "Licensed IP" shall mean the trademarks, trade names, product images, copyrights and/or marketing banners provided by AC2T in writing in the approved image or form provided by AC2T.
- F. **Third party marketplace:** A third party marketplace is a website where a provider amalgamates the catalogues of suppliers online, offers catalogue search facilities, ordering, secure payment platforms, marketing, and in some cases order fulfillment to buyers.
- G. **MAP (Minimum Advertised Price):** the lowest price Products can be advertised for sale or sold on any website or marketplace.

1. **Appointment.** AC2T grants to the Reseller and the Reseller accepts the right to purchase Products directly from AC2T; AC2T agrees to fulfill Reseller orders so long as AC2T is paid according to terms; Reseller agrees to exclusively market, sell, and distribute the Products to End-Users located in the Territory solely on its website and any third party marketplace such as eBay and Amazon (any others must be approved in writing from AC2T); AC2T agrees that Reseller is the exclusive third party marketplace reseller.

2. **Transshipping.** Reseller shall not Transship the Products. Specifically, Reseller shall not sell, transfer or offer for sale any of the Products to any person or entity for resale. Reseller shall not sell, transfer or offer for sale any product bearing a trademark, copyright, patent, or name associated with AC2T, which Reseller purchased or obtained from a source other than directly from AC2T or a AC2T authorized distributor.

3. **Geographic Sales Boundary.** Reseller may only sell the Products within the Territory. AC2T hereby

B/C QLV

expressly prohibits the Reseller from soliciting or consummating sales outside of the Territory.

4. Intellectual Property. Reseller is granted a limited, non-exclusive, non-transferable, fully revocable license to use the Licensed IP, without modification, for the sole purpose of advertising and promoting the sale of Products within the Territory to End-Users.

5. Reseller Obligations. During the term of this Agreement, Reseller shall:

- A. Use its best efforts to promote, market, and sell the Products;
- B. Not commingle its inventory with that of other resellers;
- C. Maintain adequate and reasonable physical inventory for all Products it offers for sale;
- D. Adhere to and comply with all pertinent laws, regulations and ordinances applicable to taking orders or conducting business over or through the Internet;
- E. Comply with the terms and conditions set forth in this Agreement.
- F. Pay financial obligations for product received according to agreed upon payment terms.
- G. Adhere to a 24.95 MAP unless this price is re-negotiated and agreed upon by both parties.

6. Term. This Agreement shall begin on the Effective Date and, unless sooner terminated as provided herein, will continue in full force and effect for one (1) year from the Effective Date (the "Initial Term"). This Agreement will automatically renew for consecutive one (1) year terms ("Renewal Term(s)", and together with the Initial Term, the "Term") unless AC2T provides written intent to Reseller to not renew no less than 30 days before renewal date.

7. Termination. This Agreement may be terminated as follows:

- A. By AC2T, without cause or liability, upon thirty (30) days upon written notice to Reseller for any reason; or
- B. By Reseller, without cause or liability, upon sixty (60) days' prior written notice to the other party.

8. Liability & Obligations Upon Expiration/Termination. Neither AC2T nor Reseller shall be liable to the other by reason of the expiration or termination of this Agreement, including, without limitation, liability based in law or in equity, compensation, reimbursement, or damages for present or prospective profits, or on account of investments, expenditures or commitments made by Reseller, or as a result of the establishment, development or maintenance of the goodwill of AC2T, the Reseller or the Products. Any termination or expiration of this Agreement shall not relieve either party of any outstanding obligation or liability for Products sold or for any other matter or reason that accrued prior to the termination or expiration. Upon expiration or termination of this Agreement, Reseller shall discontinue and abandon its use of the Licensed IP and any other AC2T intellectual property and shall cease to advertise and/or represent itself as a AC2T Reseller after inventoried product has been sold, returned, or liquidated. AC2T or any of its authorized distributors shall be under no obligation to fulfill any orders by Reseller after termination.

B2C 

9. Amendments & Waivers. This agreement may be amended, waived, or modified only by a written instrument signed by an authorized person of both parties stating specifically that it is an amendment, waiver, or modification. Failure to enforce a provision shall not be deemed a waiver.

10. Entire Agreement. This Agreement and AC2T's written invoices sets forth the entire understanding and agreement of the parties and supersedes any and all oral or written agreements or understandings between the parties as to the subject matter thereof.

11. Law and Forum. This Agreement shall be deemed to have been entered into and fully performed in the State of Mississippi and shall be governed by and construed in accordance with the laws of the State of Mississippi without regard for the conflicts of laws rules thereof. Reseller agrees that all controversies, disputes and claims arising out of this Agreement shall be adjudicated exclusively by a court of competent jurisdiction within Lamar County in the State of Mississippi or the United States District Court for the District of Mississippi, except that any judgment in any such action may be enforced in other jurisdictions by suit or in any other permitted manner.

12. Contract Interpretation. Each party hereto acknowledges that it has had ample opportunity to review and comment on this Agreement. This Agreement shall be read and interpreted according to its plain meaning and an ambiguity shall not be construed against either party.

13. Relationship. Reseller and AC2T are independent contracting parties, and nothing contained in this Agreement shall be deemed to make Reseller an agent, representative, employee, partner, joint venturer, franchisee, or affiliate of AC2T.

14. Survival. In addition to any sections that by their nature are designed to survive expiration or termination, or which expressly state that they shall do so, the following sections of this Agreement shall also survive the expiration or termination of this Agreement: 1, 2, 3, 4, 5, 8, 9, 10, 11, 12, 13, 14, 15, and 16.

15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

16. Terms. Reseller agrees to terms of sales as follows: First truckload (25,200 units) on consignment, sold items will be paid at a rate of \$12+shipping to resellers warehouse and settled by the 5th of every month. In order to take delivery of additional units, reseller will settle the entire consignment order first. For all additional deliveries terms will be NET 30. Reseller commits to selling 500,000 units over a twelve month period beginning on the date of execution. All units must be sold for \$24.95.

BJC *AW*

Reseller

LIGHTS ON DISTRIBUTORS LLC

Authorized By: BRYAN CARTER

Title: MEMBER

Address: 314 LAKESIDE DR BRANDON MS 39047

Authorized Signature: 

Date of Signature: 5/21/18

AC2T

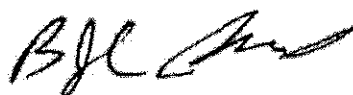
Authorized By: 

Title: CEO

5/21/18

Authorized Signature: _____

Date of Signature: _____



STATE OF MS
COUNTY OF Hinds

This day the undersigned **JEREMY HIRSCH** personally appeared before me, in my capacity as a Notary Public in and for the jurisdiction indicated, and being by me first duly sworn, stated on his oath that he is the President of AC2T, INC., and that he freely and voluntarily, and with full understanding of his actions, signed, executed, and delivered the foregoing **United States Exclusive Internet Reseller Agreement for Third Party Marketplaces**, on the date and for the purpose therein set forth.

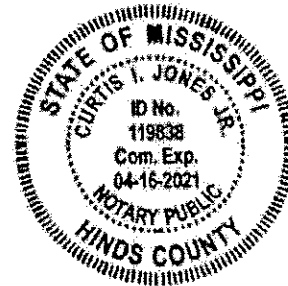
[Signature]
JEREMY HIRSCH

SWORN TO AND SUBSCRIBED BEFORE ME on this 21 day of May, 2017

[Signature]
Notary Public

My commission expires:

4-16-2021



STATE OF MS
COUNTY OF Hinds

This day the undersigned **BRYAN J. CARTER** personally appeared before me, in my capacity as a Notary Public in and for the jurisdiction indicated, and being by me first duly sworn, stated on his oath that he is the Member/Manager of LIGHTS ON DISTRIBUTORS, LLC, and that he freely and voluntarily, in his capacity as Member/Manager and Individually and with full understanding of his actions, signed, executed, and delivered the foregoing **United States Exclusive Internet Reseller Agreement for Third Party Marketplaces**, on the date and for the purpose therein set forth.

[Signature]
BRYAN J. CARTER

SWORN TO AND SUBSCRIBED BEFORE ME on this 21 day of MAY, 2017

[Signature]
Notary Public

My commission expires:

4-16-2021



[Signature] [Signature]



Confidential and Proprietary

AC2T, Inc dba Spartan Mosquito

8 Nemo Clark Drive

Laurel, MS 39443

13 October 2020

Mr. Bryan Carter and Mr. Brian Atkinson

Lights on Distributors

VIA EMAIL b.atkinson@lightsondistributors.com, bryancarter@thinkwebstore.com

Gentlemen,

Due to increased issues with unauthorized 3rd party online sales, poor climate storage, and these third party marketplaces dominating the google buy-box—our board has decided to no longer allow third party market sales. As per our contract this is the 30 day reminder that 3rd party market sales will no longer be allowed after 12 November 2020.

3rd Party online sales are defined as anything other than LOD (Lights on Distributors website). In the future we may look to add Pro-Tech to third party marketplaces.

We would like a copy of your normal form letters and emails—along with Amazon contacts as we will progressively be pursuing anyone who lists on third party and enforcing trademark law and pesticide laws.

All the Best,

Spartan Mosquito

Chris Spence

Print Name

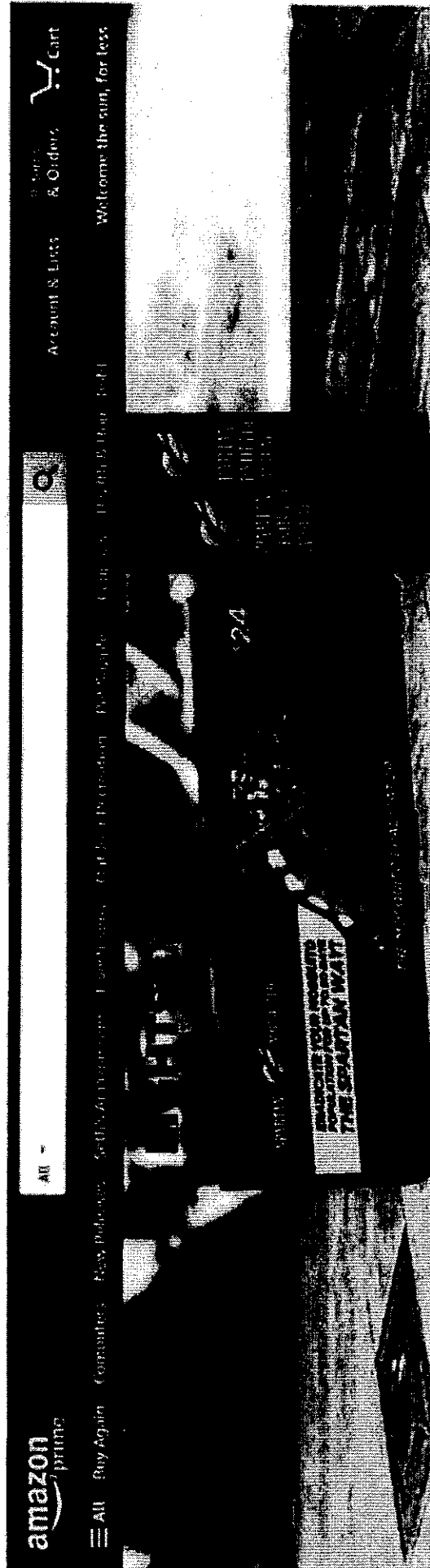
Chris Spence

Signature

10/13/20

Date

6



SPARTAN MOSQUITO

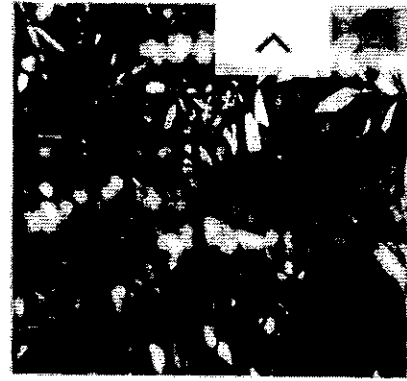


Exhibit
"C"

Extremely Urgent

EXPRESS

SPARTAN MOSQUITO

ERADICATE YOUR MOSQUITO
POPULATION FOR UP TO 90 DAYS
THE SPARTAN WAY!

100% AMERICAN MADE

THE MOSQUITO ERADICATOR

1-Acre Starter Pack

DESIGNATED BY LIGHTS ON INSTRUCTIONS

SPARTAN MOSQUITO

LIGHTS

FOR 24 HOURS OF PROTECTION

FOR 24 HOURS OF PROTECTION

FOR 24 HOURS OF PROTECTION

DO-IT-YOURSELF
MOSQUITO CONTROL



f d

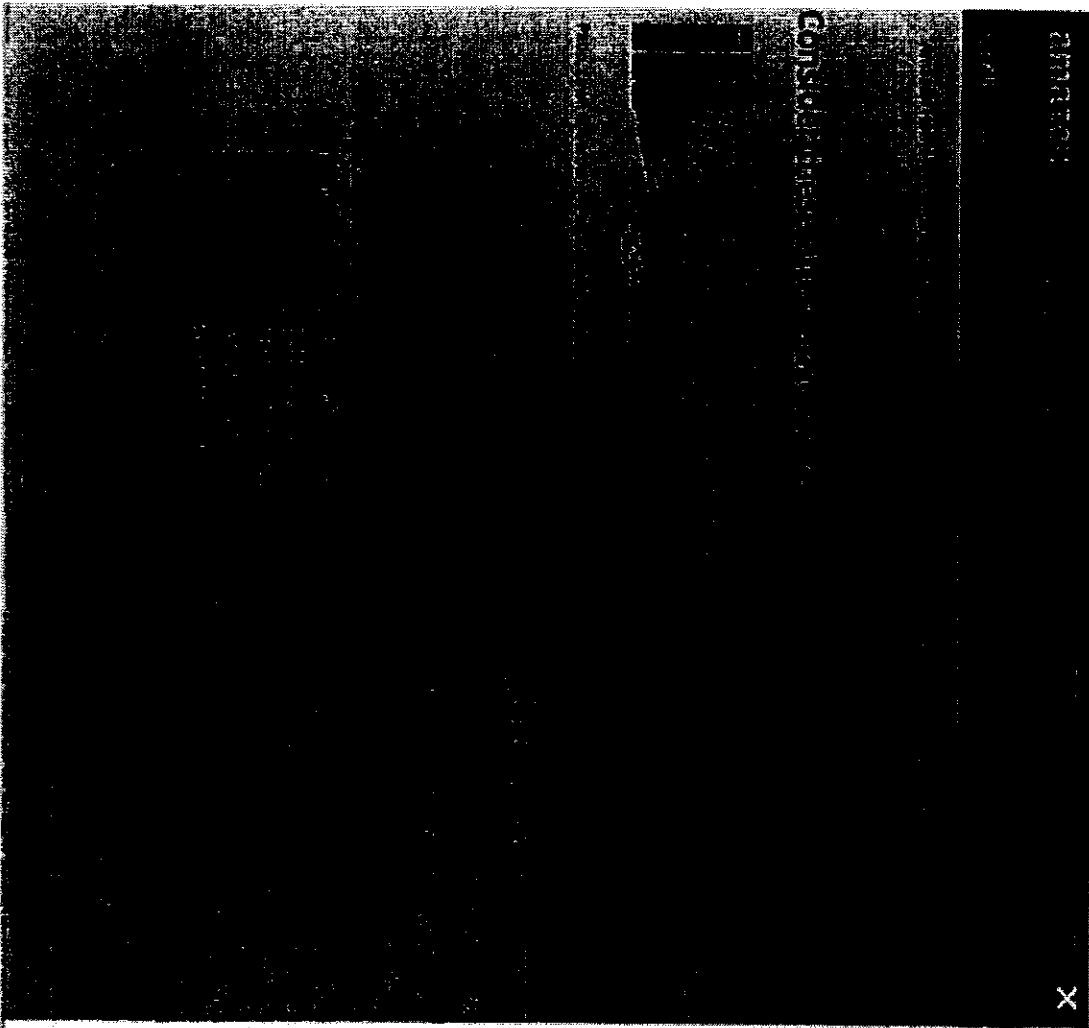
1-Acre Starter Pack




GO TO BUYSPARTANONLINE.COM



09163013





SPARTAN MOSQUITO ELIMINATOR - Whole Yard Outdoor...

4.3/5 ratings

1 other option
sorted by price + delivery: low to high

Filter v

New

\$99.90

FREE delivery: June 9 - 14

Add to Cart

Ships from

Sold by

LIGHTS ON DISTRIBUTORS

LIGHTS ON DISTRIBUTORS

(1905 ratings)

95% positive over last 12 months

End of results

Exhibit
"D"

F

SPARTAN MOSQUITO

+ Follow



SPARTAN MOSQUITO ERADICATOR - Whole Yard Outdoor Mosquito Protection Solution - Mosquito Free Backyard Garden Patio...

2.311

\$99.90

• Not approved for sale thus cannot ship to CA, CT, ID, IN, KS, ME, MT, NE, NV, NM, NY, PA, SD, UT, WA, WY, District of Columbia, or Puerto Rico until state authorization is confirmed. Required to cancel ALL orders to CA, CT, ID, IN, KS, ME, MT, NE, NV, NM,

Show more

COPELAND
COOK
TAYLOR &
BUSH

April 21, 2021

VIA CERTIFIED MAIL, R/R REQUESTED

Lights On Distributors, Inc.
120 W. Rankin
Jackson, MS 39201
(866) 466-2483

Re: Intellectual Property Rights of Spartan Mosquito

To Whom It May Concern:

I am writing on behalf of AC2T Inc. d/b/a Spartan Mosquito ("Spartan Mosquito" or "Spartan") with respect to intellectual property matters. As you may know, Spartan Mosquito is a leading manufacturer and distributor of insecticides and related insect control and eradication solutions. Please be advised that effective as of November 15, 2020, all licenses granted to third parties to use Spartan's trademarks and service marks in connection with third-party e-commerce platforms expired. Spartan is aware that you are making unregistered use of these marks by reselling Spartan Mosquito's products through third-party sites.

To be clear, you are authorized and may continue to offer Spartan Mosquito products on your individual business website or through your retail store, but not elsewhere. We respectfully request that you immediately cease and desist all online sales of Spartan Mosquito products through third-party sites.

Spartan Mosquito is the owner of valuable intellectual property, including numerous trade/service marks for its SPARTAN MOSQUITO, SPARTAN MOSQUITO ERADICATOR, SPARTAN MOSQUITO PRO-TECH, and SPARTAN GO! Marks, and various SPARTAN MOSQUITO & Design marks (collectively, the "Spartan Marks"), which it uses in association with its insecticides and related goods and services. In connection therewith, Spartan Mosquito also owns a significant number of domestic and international trademark registrations, including U.S. Registration Nos. 5185284, 5271098, 5185280, 5817011, 5958603, copies of which are enclosed herewith for your convenience.

It has come to our attention that some of your retailers are selling regulated pesticides in states where they are not licensed to do so, and specifically those owned by Spartan Mosquito, which require special licensing for certain states in the U.S. As owner of the rights to the Spartan Marks, Spartan Mosquito has the obligation to prevent the use of identical or confusingly similar marks and names. In this case, any unauthorized sales will lead to significant consumer confusion and illegal unlicensed pesticide sales if one of our products is sold into a state where it is not currently registered. **Please be advised that selling to prohibited locations and/or failing to report your sales to appropriate regulatory agencies could result in fines of up to \$35,000 per box sold, levied against those involved with the unauthorized sale of pesticides.**

Therefore, Spartan respectfully requests that you and your retailers remove all listing(s) in connection with Spartan Mosquito and its products at https://www.amazon.com/SPARTAN-MOSQUITO-ERADICATOR-Effective-ShortTerm/dp/B07NLJ3G99/ref=sr_1_3?crd=2YC42JYZBZC6Z&dchild=1&keywords=spartan+mosquito&qid=1619012910&sprefix=spartan%2Caps%2C209&sr=8-3 and on any website that is not specifically for your individual business and/or sales into jurisdictions where Spartan's products are not currently approved. If you refuse to comply with this request, Spartan will have no choice but to report these actions to various state authorities. Furthermore, such actions may be in

P.O. Box 17619
Hattiesburg, MS 39404
110 Sheffield Loop (39402)

GULF C

**Exhibit
"E"**

COPELAND

Tel (601) 264-6670
Fax (601) 264-5660
www.copelandcook.com

Lights On Distributors, Inc.

April 21, 2021

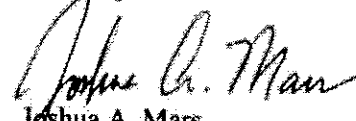
Page 2 of 2

violation of Spartan's distributor agreement with your respective distributor and could cause the suspension or termination of your ability to receive Spartan products in the future.

We greatly appreciate your cooperation with this matter. This letter is made without prejudice to any other rights or remedies that may be available to Spartan Mosquito. Nothing contained herein should be deemed a waiver, admission, or license by Spartan Mosquito, and Spartan Mosquito expressly reserves the right to assert any other factual or legal positions as additional facts come to light, or as the circumstances warrant.

If you have any questions or would like to discuss this matter in greater detail, please do not hesitate to contact me at the address or phone number listed on this letter or by email at jmars@cctb.com. I look forward to hearing from you.

Sincerely,



Joshua A. Mars

Enclosures

United States of America

United States Patent and Trademark Office

SPARTAN MOSQUITO

Reg. No. 5,185,280

Registered Apr. 18, 2017

Int. Cl.: 5

Trademark

Principal Register

AC2T INC (MISSISSIPPI CORPORATION)
P.O. Box 18556
Hattiesburg, MS 394048556

CLASS 5: Insecticides

FIRST USE 8-19-2016; IN COMMERCE 8-19-2016

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

No claim is made to the exclusive right to use the following apart from the mark as shown:
"MOSQUITO"

SER. NO. 87-153,630, FILED 08-29-2016
WILLIAM D JACKSON, EXAMINING ATTORNEY



Michelle K. Lee

Director of the United States
Patent and Trademark Office

United States of America

United States Patent and Trademark Office

SPARTAN MOSQUITO BOMB

Reg. No. 5,185,284

Registered Apr. 18, 2017

Int. Cl.: 5

Trademark

Principal Register

AC2T INC (MISSISSIPPI CORPORATION)
P.O. Box 18556
Hattiesburg, MS 394048556

CLASS 5: Insecticides

FIRST USE 8-19-2016; IN COMMERCE 8-19-2016

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

No claim is made to the exclusive right to use the following apart from the mark as shown:
"MOSQUITO BOMB"

SER. NO. 87-153,668, FILED 08-29-2016
WILLIAM D JACKSON, EXAMINING ATTORNEY

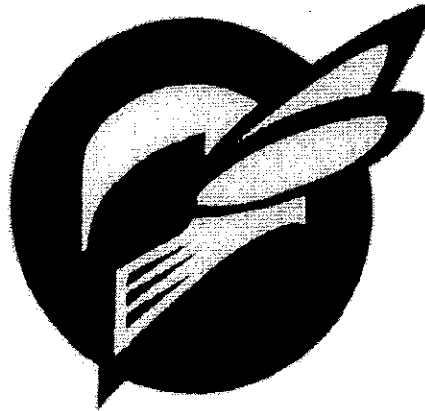


Michelle K. Lee

Director of the United States
Patent and Trademark Office

United States of America

United States Patent and Trademark Office



Reg. No. 5,271,098

Registered Aug. 22, 2017

Int. Cl.: 5

Trademark

Principal Register

AC2T INC (MISSISSIPPI CORPORATION)
P.O. Box 18556
Hattiesburg, MS 394048556

CLASS 5: Insecticides

FIRST USE 8-19-2016; IN COMMERCE 8-19-2016

The color(s) black, blue, and yellow is/are claimed as a feature of the mark.

The mark consists of a blue circle, outlined in black; yellow helmet outlined in black; yellow wings on helmet outlined in black; winged helmet in front blue filled circle, outlined in black, with helmet and wings partially obscuring filled circle and outline of circle.

SER. NO. 87-319,584, FILED 01-31-2017
BRIAN P CALLAGHAN, EXAMINING ATTORNEY




Joseph Matal

Performing the Functions and Duties of the
Under Secretary of Commerce for
Intellectual Property and Director of the
United States Patent and Trademark Office

United States of America

United States Patent and Trademark Office

SPARTAN  **MOSQUITO**

Reg. No. 5,958,603

Registered Jan. 14, 2020

Int. Cl.: 5

Trademark

Principal Register

AC2T INC (MISSISSIPPI CORPORATION)

P.O. Box 18556

Hattiesburg, MISSISSIPPI 39404

CLASS 5: Pesticides for use with an outdoor insect and pest eradication device

FIRST USE 8-19-2016; IN COMMERCE 8-19-2016

The mark consists of the terms "SPARTAN" and "MOSQUITO" with a circle between them containing an image of a helmet with wings.

OWNER OF U.S. REG. NO. 5185280, 5185284

No claim is made to the exclusive right to use the following apart from the mark as shown:
"MOSQUITO"

SER. NO. 87-906,746, FILED 05-03-2018



Andrew Kerner

Director of the United States
Patent and Trademark Office



United States of America

United States Patent and Trademark Office

SPARTAN MOSQUITO ERADICATOR

Reg. No. 5,817,011

Registered Jul. 30, 2019

Int. Cl.: 5

Trademark

Principal Register

ACET INC. (MISSISSIPPI CORPORATION)
P.O. Box 18556
Hattiesburg, MISSISSIPPI 39404

CLASS 5: Insecticides

FIRST USE 8-19-2016; IN COMMERCE 8-19-2016

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

OWNER OF U.S. REG. NO. 5185280, 5185284

No claim is made to the exclusive right to use the following apart from the mark as shown:
"MOSQUITO ERADICATOR"

SER. NO. 87-906,749, FILED 05-03-2018



Arthur K. Lewis

Director of the United States
Patent and Trademark Office

COPELAND
COOK
TAYLOR &
BUSH

May 28, 2021

VIA CERTIFIED MAIL, R/R REQUESTED

Mr. Bryan Carter
Lights On Distributors, LLC
655 Lake Harbour Dr., Ste. 100
Ridgeland, MS 39157

Re: Intellectual Property Rights of Spartan Mosquito

To Whom It May Concern:

I am writing you again on behalf of AC2T Inc. d/b/a Spartan Mosquito ("Spartan Mosquito" or "Spartan") with respect to your continued failure to comply with your obligations as a distributor of Spartan products and your continued unauthorized use of Spartan's intellectual property. As you know, all licenses granted to third parties to use Spartan's trademarks, copyrights, and service marks in connection with third-party e-commerce platforms expired last year. Spartan is aware that you are making unregistered use of these marks by reselling Spartan Mosquito's products through third-party sites once again. Specifically, you are selling Spartan Mosquito Eradicators on Amazon in clear violation of the prior agreement with Spartan and in the prior notices you have been provided to cease such activities. Once again to be clear, you are authorized and may continue to offer Spartan Mosquito products on your individual business website or through your retail store, but not elsewhere. We respectfully request again that you immediately cease and desist all online sales of Spartan Mosquito products through third-party sites.

Spartan Mosquito is the owner of valuable intellectual property, including numerous trade/service marks for its SPARTAN MOSQUITO, SPARTAN MOSQUITO ERADICATOR, SPARTAN MOSQUITO PRO-TECH, and SPARTAN GO! Marks, and various SPARTAN MOSQUITO & Design marks (collectively, the "Spartan Marks"), which it uses in association with its insecticides and related goods and services. In connection therewith, Spartan Mosquito also owns a significant number of domestic and international trademark registrations, including U.S. Registration Nos. 5185284, 5271098, 5185280, 5817011, and 5958603. You are not authorized to use these marks on third-party websites.

Therefore, Spartan demands that you remove all listing(s) in connection with Spartan Mosquito and its products at Amazon.com: SPARTAN MOSQUITO and on any third-party website. Furthermore, Spartan demands that you cease all sales into jurisdictions where Spartan's products are not currently registered. Spartan will report all sales to unauthorized states to those respective state authorities.

You have been notified of illegally using Spartan's copyrighted material and trademarks in prior correspondence. You have been notified of improper storage in prior correspondence. You are now also falsely claiming that you are an authorized retailer that comes with full manufacturer support. You clearly know from my prior correspondence that this is blatantly false. Additionally, you are most likely selling product that has been knowingly stored incorrectly, and erroneously telling the public that Spartan Mosquito will provide full support. You are also making comparisons to other mosquito killing technologies which is against both federal and state pesticide laws which you have been informed of this multiple times.

This letter is made without prejudice to any other rights or remedies that may be available to Spartan Mosquito. Nothing contained herein should be deemed a waiver, admission, or license by Spartan Mosquito, and Spartan Mosquito expressly reserves the right to assert any other factual or legal positions

P.O. Box 17619
Hattiesburg, MS 39404
110 Sheffield Loop (39402)

GUL

**Exhibit
"F"**

COPELAND

Tel (601) 264-6670
Fax (601) 264-5660
www.copelandcook.com

Lights On Distributors, LLC
May 28, 2021
Page 2 of 2

as additional facts come to light, or as the circumstances warrant.

If you fail to comply with this request, it will result in Spartan pursuing all legal remedies available to it to address this situation.

Sincerely,



Joshua A. Mars

cc: Mr. Jeremy Hirsch
George R. Spatz, Esq. (via email: gspatz@amintalati.com)

United States of America

United States Patent and Trademark Office

SPARTAN MOSQUITO

Reg. No. 5,185,280

Registered Apr. 18, 2017

Int. Cl.: 5

Trademark

Principal Register

ACTT INC. (MISSISSIPPI CORPORATION)
P.O. Box 18556
Hattiesburg, MS 394048556

CLASS 5: Insecticides

FIRST USE 8-19-2016; IN COMMERCE 8-19-2016

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

No claim is made to the exclusive right to use the following apart from the mark as shown:
"MOSQUITO"

SER. NO. 87-153,630, FILED 08-29-2016
WILLIAM D JACKSON, EXAMINING ATTORNEY



Nichelle K. Lee

Director of the United States
Patent and Trademark Office

Exhibit
"G"

United States of America

United States Patent and Trademark Office

SPARTAN MOSQUITO BOMB

Reg. No. 5,185,284

Registered Apr. 18, 2017

Int. Cl.: 5

Trademark

Principal Register

AC2T INC (MISSISSIPPI CORPORATION)
P.O. Box 18556
Hattiesburg, MS 394048556

CLASS 5: Insecticides

FIRST USE 8-19-2016; IN COMMERCE 8-19-2016

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

No claim is made to the exclusive right to use the following apart from the mark as shown:
"MOSQUITO BOMB"

SER. NO. 87-153,668, FILED 08-29-2016
WILLIAM D JACKSON, EXAMINING ATTORNEY



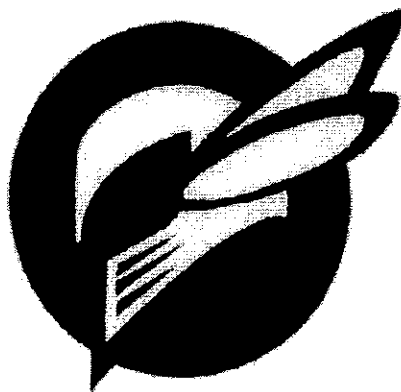
Michelle K. Lee

Director of the United States
Patent and Trademark Office

Exhibit
"H"

United States of America

United States Patent and Trademark Office



Reg. No. 5,271,098

Registered Aug. 22, 2017

Int. Cl.: 5

Trademark

Principal Register

ACCT INC (MISSISSIPPI CORPORATION)
P.O. Box 18556
Hattiesburg, MS 394048556

CLASS 5: Insecticides

FIRST USE 8-19-2016; IN COMMERCE 8-19-2016

The colors black, blue, and yellow is/are claimed as a feature of the mark.

The mark consists of a blue circle, outlined in black; yellow helmet outlined in black; yellow wings on helmet outlined in black; winged helmet in front blue filled circle, outlined in black, with helmet and wings partially obscuring filled circle and outline of circle.

SER. NO. 87-319,584, FILED 01-31-2017
BRIAN P CALLAGHAN, EXAMINING ATTORNEY



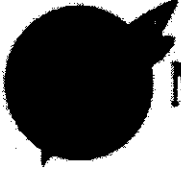
Joseph Matol

I, the undersigned, do hereby certify that the foregoing is a true and correct copy of the original as filed in the United States Patent and Trademark Office.

Exhibit
"I"

United States of America

United States Patent and Trademark Office

SPARTAN  **MOSQUITO**

Reg. No. 5,958,603

Registered Jan. 14, 2020

Int. Cl.: 5

Trademark

Principal Register

ACCT INC (MISSISSIPPI CORPORATION)

P.O. Box 18556

Hattiesburg, MISSISSIPPI 39404

CLASS 5: Pesticides for use with an outdoor insect and pest eradication device

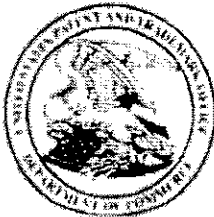
FIRST USE 8-19-2016; IN COMMERCE 8-19-2016

The mark consists of the terms "SPARTAN" and "MOSQUITO" with a circle between them containing an image of a helmet with wings.

OWNER OF U.S. REG. NO. 5185280, 5185284

No claim is made to the exclusive right to use the following apart from the mark as shown: "MOSQUITO"

SER. NO. 87-906,746, FILED 05-03-2016



Andrew H. Rose

Director of the United States
Patent and Trademark Office

**Exhibit
"J"**



United States of America

United States Patent and Trademark Office

SPARTAN MOSQUITO ERADICATOR

Reg. No. 5,817,011

Registered Jul. 30, 2019

Int. Cl.: 5

Trademark

Principal Register

AC2T INC (MISSISSIPPI CORPORATION)
P.O. Box 18556
Hattiesburg, MISSISSIPPI 39404

CLASS 5: insecticides

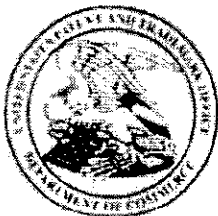
FIRST USE 8-19-2016; IN COMMERCE 8-19-2016

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

OWNER OF U.S. REG. NO. 5185280, 5185284

No claim is made to the exclusive right to use the following apart from the mark as shown:
"MOSQUITO ERADICATOR"

SER. NO. 87-906,749, FILED 05-03-2018



Andrés Perea

Director of the United States
Patent and Trademark Office

Exhibit
"K"

Under the Paperwork Reduction Act of 1995 no persons are required to respond to a collection of information unless it displays a valid OMB control number.

Trademark/Service Mark Application, Principal Register

Serial Number: 88717974

Filing Date: 12/06/2019

The table below presents the data as entered.

Input Field	Entered
SERIAL NUMBER	88717974
MARK INFORMATION	
*MARK	<u>SPARTAN GO</u>
STANDARD CHARACTERS	YES
USPTO-GENERATED IMAGE	YES
LITERAL ELEMENT	SPARTAN GO
MARK STATEMENT	The mark consists of standard characters, without claim to any particular font style, size, or color.
REGISTER	Principal
APPLICANT INFORMATION	
*OWNER OF MARK	AC2T INC
*STREET	P.O. Box 18556
*CITY	Hattiesburg
*STATE (Required for U.S. applicants)	Mississippi
*COUNTRY	United States
*ZIP/POSTAL CODE (Required for U.S. and certain international addresses)	39404
LEGAL ENTITY INFORMATION	
<div>Exhibit "L"</div>	

TYPE	corporation
STATE/COUNTRY OF INCORPORATION	Mississippi
GOODS AND/OR SERVICES AND BASIS INFORMATION	
INTERNATIONAL CLASS	005
*IDENTIFICATION	Insect repellants, namely, sprays used to repel mosquitos
FILING BASIS	SECTION 1(b)
ADDITIONAL STATEMENTS SECTION	
ACTIVE PRIOR REGISTRATION(S)	The applicant claims ownership of active prior U.S. Registration Number(s) 5185284, 5185280, and 5817011.
ATTORNEY INFORMATION	
NAME	Ann K. Ford
ATTORNEY BAR MEMBERSHIP NUMBER	XXX
YEAR OF ADMISSION	XXXX
U.S. STATE/ COMMONWEALTH/ TERRITORY	XX
STREET	500 Eighth Street, NW
CITY	Washington
STATE	District of Columbia
COUNTRY	United States
ZIP/POSTAL CODE	20004
PHONE	202-799-4000
FAX	2027995000
EMAIL ADDRESS	dctrademarks@dlapiper.com
AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes
OTHER APPOINTED ATTORNEY	Thomas E. Zutic, Ryan C. Compton, John Nading, David Kramer, Eunice Chung, James Stewart, Ashley Joyce, Naomi Abraham, and Devika Persaud
CORRESPONDENCE INFORMATION	
NAME	Ann K. Ford

FIRM NAME	DLA Piper LLP (US)
STREET	500 Eighth Street, NW
CITY	Washington
STATE	District of Columbia
COUNTRY	United States
ZIP/POSTAL CODE	20004
PHONE	202-799-4000
FAX	2027995000
*EMAIL ADDRESS	dctrademarks@dlapiper.com
*AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes
FEE INFORMATION	
APPLICATION FILING OPTION	TEAS RF
NUMBER OF CLASSES	1
APPLICATION FOR REGISTRATION PER CLASS	275
*TOTAL FEE DUE	275
*TOTAL FEE PAID	275
SIGNATURE INFORMATION	
SIGNATURE	/Jeremy Hirsch/
SIGNATORY'S NAME	Jeremy Hirsch
SIGNATORY'S POSITION	Chairman of the Board
SIGNATORY'S PHONE NUMBER	601-270-8194
DATE SIGNED	12/06/2019

Under the Paperwork Reduction Act of 1995 no persons are required to respond to a collection of information unless it displays a valid OMB control number.

Trademark/Service Mark Application, Principal Register

Serial Number: 88717974

Filing Date: 12/06/2019

To the Commissioner for Trademarks:

MARK: SPARTAN GO (Standard Characters, see mark)

The literal element of the mark consists of SPARTAN GO. The mark consists of standard characters, without claim to any particular font style, size, or color.

The applicant, AC2T INC, a corporation of Mississippi, having an address of
P.O. Box 18556
Hattiesburg, Mississippi 39404
United States

requests registration of the trademark/service mark identified above in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq.), as amended, for the following:

International Class 005: Insect repellants, namely, sprays used to repel mosquitos

Intent to Use: The applicant has a bona fide intention, and is entitled, to use the mark in commerce on or in connection with the identified goods/services.

Claim of Active Prior Registration(s)

The applicant claims ownership of active prior U.S. Registration Number(s) 5185284, 5185280, and 5817011.

The applicant hereby appoints Ann K. Ford. Other appointed attorneys are Thomas E. Zutic, Ryan C. Compton, John Nading, David Kramer, Eunice Chung, James Stewart, Ashley Joyce, Naomi Abraham, and Devika Persaud. Ann K. Ford, is a member of the XX bar, admitted to the bar in XXXX, bar membership no. XXX, and the attorney(s) is located at

500 Eighth Street, NW
Washington, District of Columbia 20004
United States
202-799-4000(phone)
2027995000(fax)
dctrademarks@dlapiper.com (authorized).

Ann K. Ford submitted the following statement: The attorney of record is an active member in good standing of the bar of the highest court of a U.S. state, the District of Columbia, or any U.S. Commonwealth or territory.

The applicant's current Correspondence Information:

Ann K. Ford
DLA Piper LLP (US)
500 Eighth Street, NW
Washington, District of Columbia 20004
202-799-4000(phone)
2027995000(fax)
dctrademarks@dlapiper.com (authorized).

Email Authorization: I authorize the USPTO to send email correspondence concerning the application to the applicant, the applicant's attorney, or the applicant's domestic representative at the email address provided in this application. I understand that a valid email address must be maintained and that the applicant or the applicant's attorney must file the relevant subsequent application-related submissions via the Trademark Electronic Application System (TEAS). Failure to do so will result in the loss of TEAS Reduced Fee status and a requirement to submit an additional processing fee of \$125 per international class of goods/services.

A fee payment in the amount of \$275 has been submitted with the application, representing payment for 1 class(es).

Declaration

✓ **Basis:**

If the applicant is filing the application based on use in commerce under 15 U.S.C. § 1051(a):

- The signatory believes that the applicant is the owner of the trademark/service mark sought to be registered;
- The mark is in use in commerce on or in connection with the goods/services in the application;
- The specimen(s) shows the mark as used on or in connection with the goods/services in the application; and
- To the best of the signatory's knowledge and belief, the facts recited in the application are accurate.

And/Or

If the applicant is filing the application based on an intent to use the mark in commerce under 15 U.S.C. § 1051(b), § 1126(d), and/or § 1126(e):

- The signatory believes that the applicant is entitled to use the mark in commerce;
- The applicant has a bona fide intention to use the mark in commerce on or in connection with the goods/services in the application; and

- To the best of the signatory's knowledge and belief, the facts recited in the application are accurate.
- ✓ To the best of the signatory's knowledge and belief, no other persons, except, if applicable, concurrent users, have the right to use the mark in commerce, either in the identical form or in such near resemblance as to be likely, when used on or in connection with the goods/services of such other persons, to cause confusion or mistake, or to deceive.
- ✓ To the best of the signatory's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, the allegations and other factual contentions made above have evidentiary support.
- ✓ The signatory being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements and the like may jeopardize the validity of the application or submission or any registration resulting therefrom, declares that all statements made of his/her own knowledge are true and all statements made on information and belief are believed to be true.

Declaration Signature

Signature: /Jeremy Hirsch/ Date: 12/06/2019

Signatory's Name: Jeremy Hirsch

Signatory's Position: Chairman of the Board

Payment Sale Number: 88717974

Payment Accounting Date: 12/06/2019

Serial Number: 88717974

Internet Transmission Date: Fri Dec 06 13:31:06 EST 2019

TEAS Stamp: USPTO/BAS-XX.XXX.X.XX-201912061331060313

67-88717974-7005f52d659191698b072ba328b1

2eb88c454f4476df843fbb1b51c5ca8f0905d-DA

-31055849-20191205165104826140

Under the Paperwork Reduction Act of 1995 no persons are required to respond to a collection of information unless it displays a valid OMB control number.

Trademark/Service Mark Application, Principal Register

Serial Number: 88717969

Filing Date: 12/06/2019

The table below presents the data as entered.

Input Field	Entered
SERIAL NUMBER	88717969
MARK INFORMATION	
*MARK	SPARTAN GO!
STANDARD CHARACTERS	YES
USPTO-GENERATED IMAGE	YES
LITERAL ELEMENT	SPARTAN GO!
MARK STATEMENT	The mark consists of standard characters, without claim to any particular font style, size, or color.
REGISTER	Principal
APPLICANT INFORMATION	
*OWNER OF MARK	AC2T INC
*STREET	P.O. Box 18556
*CITY	Hattiesburg
*STATE (Required for U.S. applicants)	Mississippi
*COUNTRY	United States
*ZIP/POSTAL CODE (Required for U.S. and certain international addresses)	39404
LEGAL ENTITY INFORMATION	

Exhibit
"M"

TYPE	corporation
STATE/COUNTRY OF INCORPORATION	Mississippi
GOODS AND/OR SERVICES AND BASIS INFORMATION	
INTERNATIONAL CLASS	005
*IDENTIFICATION	Insect repellants, namely, sprays used to repel mosquitos
FILING BASIS	SECTION 1(b)
ADDITIONAL STATEMENTS SECTION	
ACTIVE PRIOR REGISTRATION(S)	The applicant claims ownership of active prior U.S. Registration Number(s) 5185284, 5185280, and 5817011.
ATTORNEY INFORMATION	
NAME	Ann K. Ford
ATTORNEY BAR MEMBERSHIP NUMBER	XXX
YEAR OF ADMISSION	XXXX
U.S. STATE/ COMMONWEALTH/ TERRITORY	XX
STREET	500 Eighth Street, NW
CITY	Washington
STATE	District of Columbia
COUNTRY	United States
ZIP/POSTAL CODE	20004
PHONE	202-799-4000
FAX	2027995000
EMAIL ADDRESS	dctrademarks@dlapiper.com
AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes
OTHER APPOINTED ATTORNEY	Thomas E. Zutic, Ryan C. Compton, John Nading, David Kramer, Eunice Chung, James Stewart, Ashley Joyce, Naomi Abraham, and Devika Persaud
CORRESPONDENCE INFORMATION	
NAME	Ann K. Ford

FIRM NAME	DLA Piper LLP (US)
STREET	500 Eighth Street, NW
CITY	Washington
STATE	District of Columbia
COUNTRY	United States
ZIP/POSTAL CODE	20004
PHONE	202-799-4000
FAX	2027995000
*EMAIL ADDRESS	dctrademarks@dlapiper.com
*AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes
FEE INFORMATION	
APPLICATION FILING OPTION	TEAS RF
NUMBER OF CLASSES	1
APPLICATION FOR REGISTRATION PER CLASS	275
*TOTAL FEE DUE	275
*TOTAL FEE PAID	275
SIGNATURE INFORMATION	
SIGNATURE	/Jeremy Hirsch/
SIGNATORY'S NAME	Jeremy Hirsch
SIGNATORY'S POSITION	Chairman of the Board
SIGNATORY'S PHONE NUMBER	601-270-8194
DATE SIGNED	12/06/2019

Under the Paperwork Reduction Act of 1995 no persons are required to respond to a collection of information unless it displays a valid OMB control number.

Trademark/Service Mark Application, Principal Register

Serial Number: 88717969

Filing Date: 12/06/2019

To the Commissioner for Trademarks:

MARK: SPARTAN GO! (Standard Characters, see mark)

The literal element of the mark consists of SPARTAN GO!. The mark consists of standard characters, without claim to any particular font style, size, or color.

The applicant, AC2T INC, a corporation of Mississippi, having an address of

P.O. Box 18556

Hattiesburg, Mississippi 39404

United States

requests registration of the trademark/service mark identified above in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq.), as amended, for the following:

International Class 005: Insect repellants, namely, sprays used to repel mosquitos

Intent to Use: The applicant has a bona fide intention, and is entitled, to use the mark in commerce on or in connection with the identified goods/services.

Claim of Active Prior Registration(s)

The applicant claims ownership of active prior U.S. Registration Number(s) 5185284, 5185280, and 5817011.

The applicant hereby appoints Ann K. Ford. Other appointed attorneys are Thomas E. Zutic, Ryan C. Compton, John Nading, David Kramer, Eunice Chung, James Stewart, Ashley Joyce, Naomi Abraham, and Devika Persaud. Ann K. Ford, is a member of the XX bar, admitted to the bar in XXXX, bar membership no. XXX, and the attorney(s) is located at

500 Eighth Street, NW

Washington, District of Columbia 20004

United States

202-799-4000(phone)

2027995000(fax)

dctrademarks@dlapiper.com (authorized).

Ann K. Ford submitted the following statement: The attorney of record is an active member in good standing of the bar of the highest court of a U.S. state, the District of Columbia, or any U.S. Commonwealth or territory.

The applicant's current Correspondence Information:

Ann K. Ford
DLA Piper LLP (US)
500 Eighth Street, NW
Washington, District of Columbia 20004
202-799-4000(phone)
2027995000(fax)
dctrademarks@dlapiper.com (authorized).

Email Authorization: I authorize the USPTO to send email correspondence concerning the application to the applicant, the applicant's attorney, or the applicant's domestic representative at the email address provided in this application. I understand that a valid email address must be maintained and that the applicant or the applicant's attorney must file the relevant subsequent application-related submissions via the Trademark Electronic Application System (TEAS). Failure to do so will result in the loss of TEAS Reduced Fee status and a requirement to submit an additional processing fee of \$125 per international class of goods/services.

A fee payment in the amount of \$275 has been submitted with the application, representing payment for 1 class(es).

Declaration

Basis:

If the applicant is filing the application based on use in commerce under 15 U.S.C. § 1051(a):

- The signatory believes that the applicant is the owner of the trademark/service mark sought to be registered;
- The mark is in use in commerce on or in connection with the goods/services in the application;
- The specimen(s) shows the mark as used on or in connection with the goods/services in the application; and
- To the best of the signatory's knowledge and belief, the facts recited in the application are accurate.

And/Or

If the applicant is filing the application based on an intent to use the mark in commerce under 15 U.S.C. § 1051(b), § 1126(d), and/or § 1126(e):

- The signatory believes that the applicant is entitled to use the mark in commerce;
- The applicant has a bona fide intention to use the mark in commerce on or in connection with the goods/services in the application; and

- To the best of the signatory's knowledge and belief, the facts recited in the application are accurate.
- ✓ To the best of the signatory's knowledge and belief, no other persons, except, if applicable, concurrent users, have the right to use the mark in commerce, either in the identical form or in such near resemblance as to be likely, when used on or in connection with the goods/services of such other persons, to cause confusion or mistake, or to deceive.
- ✓ To the best of the signatory's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, the allegations and other factual contentions made above have evidentiary support.
- ✓ The signatory being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements and the like may jeopardize the validity of the application or submission or any registration resulting therefrom, declares that all statements made of his/her own knowledge are true and all statements made on information and belief are believed to be true.

Declaration Signature

Signature: /Jeremy Hirsch/ Date: 12/06/2019

Signatory's Name: Jeremy Hirsch

Signatory's Position: Chairman of the Board

Payment Sale Number: 88717969

Payment Accounting Date: 12/06/2019

Serial Number: 88717969

Internet Transmission Date: Fri Dec 06 13:29:49 EST 2019

TEAS Stamp: USPTO/BAS-XX.XXX.X.XX-201912061329497131

84-88717969-7006245ff1b78b9d1dc89b9597

4446c4220f0fbd726f64f1c24c7537df713243e-

DA-29495830-20191205164934734332

Under the Paperwork Reduction Act of 1995 no persons are required to respond to a collection of information unless it displays a valid OMB control number.

Trademark/Service Mark Application, Principal Register

Serial Number: 88718236

Filing Date: 12/06/2019

The table below presents the data as entered.

Input Field	Entered
SERIAL NUMBER	88718236
MARK INFORMATION	
*MARK	SPARTAN MOSQUITO ERADICATOR PRO-TECH
STANDARD CHARACTERS	YES
USPTO-GENERATED IMAGE	YES
LITERAL ELEMENT	SPARTAN MOSQUITO ERADICATOR PRO-TECH
MARK STATEMENT	The mark consists of standard characters, without claim to any particular font style, size, or color.
REGISTER	Principal
APPLICANT INFORMATION	
*OWNER OF MARK	AC2T INC
*STREET	P.O. Box 18556
*CITY	Hattiesburg
*STATE (Required for U.S. applicants)	Mississippi
*COUNTRY	United States
*ZIP/POSTAL CODE (Required for U.S. and certain international addresses)	39404

Exhibit
"N"

LEGAL ENTITY INFORMATION	
TYPE	corporation
STATE/COUNTRY OF INCORPORATION	Mississippi
GOODS AND/OR SERVICES AND BASIS INFORMATION	
INTERNATIONAL CLASS	005
*IDENTIFICATION	pesticides for use with an outdoor insect and pest eradication device
FILING BASIS	SECTION 1(b)
ADDITIONAL STATEMENTS SECTION	
ACTIVE PRIOR REGISTRATION(S)	The applicant claims ownership of active prior U.S. Registration Number(s) 5185284, 5185280, and 5817011.
ATTORNEY INFORMATION	
NAME	Ann K. Ford
ATTORNEY BAR MEMBERSHIP NUMBER	XXX
YEAR OF ADMISSION	XXXX
U.S. STATE/ COMMONWEALTH/ TERRITORY	XX
FIRM NAME	DLA Piper LLP (US)
STREET	500 Eighth Street, NW
CITY	Washington
STATE	District of Columbia
COUNTRY	United States
ZIP/POSTAL CODE	20004
PHONE	202-799-4000
FAX	2027995000
EMAIL ADDRESS	dctrademarks@dlapiper.com
AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes
OTHER APPOINTED ATTORNEY	Thomas E. Zutic, Ryan C. Compton, John Nading, David Kramer, Eunice Chung, James Stewart, Ashley Joyce, Naomi Abraham, and Devika Persaud

CORRESPONDENCE INFORMATION

NAME	Ann K. Ford
FIRM NAME	DLA Piper LLP (US)
STREET	500 Eighth Street, NW
CITY	Washington
STATE	District of Columbia
COUNTRY	United States
ZIP/POSTAL CODE	20004
PHONE	202-799-4000
FAX	2027995000
*EMAIL ADDRESS	dc trademarks@dlapiper.com
*AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes

FEE INFORMATION

APPLICATION FILING OPTION	TEAS RF
NUMBER OF CLASSES	1
APPLICATION FOR REGISTRATION PER CLASS	275
*TOTAL FEE DUE	275
*TOTAL FEE PAID	275

SIGNATURE INFORMATION

SIGNATURE	/Jeremy Hirsch/
SIGNATORY'S NAME	Jeremy Hirsch
SIGNATORY'S POSITION	Chairman of the Board
DATE SIGNED	12/06/2019

Under the Paperwork Reduction Act of 1995 no persons are required to respond to a collection of information unless it displays a valid OMB control number.

Trademark/Service Mark Application, Principal Register

Serial Number: 88718236

Filing Date: 12/06/2019

To the Commissioner for Trademarks:

MARK: SPARTAN MOSQUITO ERADICATOR PRO-TECH (Standard Characters, see mark)

The literal element of the mark consists of SPARTAN MOSQUITO ERADICATOR PRO-TECH. The mark consists of standard characters, without claim to any particular font style, size, or color.

The applicant, AC2T INC, a corporation of Mississippi, having an address of

P.O. Box 18556

Hattiesburg, Mississippi 39404

United States

requests registration of the trademark/service mark identified above in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq.), as amended, for the following:

International Class 005: pesticides for use with an outdoor insect and pest eradication device

Intent to Use: The applicant has a bona fide intention, and is entitled, to use the mark in commerce on or in connection with the identified goods/services.

Claim of Active Prior Registration(s)

The applicant claims ownership of active prior U.S. Registration Number(s) 5185284, 5185280, and 5817011.

The applicant hereby appoints Ann K. Ford. Other appointed attorneys are Thomas E. Zutic, Ryan C. Compton, John Nading, David Kramer, Eunice Chung, James Stewart, Ashley Joyce, Naomi Abraham, and Devika Persaud. Ann K. Ford of DLA Piper LLP (US), is a member of the XX bar, admitted to the bar in XXXX, bar membership no. XXX, and the attorney(s) is located at

500 Eighth Street, NW

Washington, District of Columbia 20004

United States

202-799-4000(phone)

2027995000(fax)

dctrademarks@dlapiper.com (authorized).

Ann K. Ford submitted the following statement: The attorney of record is an active member in good standing of the bar of the highest court of a U.S. state, the District of Columbia, or any U.S. Commonwealth or territory.

The applicant's current Correspondence Information:

Ann K. Ford
DLA Piper LLP (US)
500 Eighth Street, NW
Washington, District of Columbia 20004
202-799-4000(phone)
2027995000(fax)
dctrademarks@dlapiper.com (authorized).

Email Authorization: I authorize the USPTO to send email correspondence concerning the application to the applicant, the applicant's attorney, or the applicant's domestic representative at the email address provided in this application. I understand that a valid email address must be maintained and that the applicant or the applicant's attorney must file the relevant subsequent application-related submissions via the Trademark Electronic Application System (TEAS). Failure to do so will result in the loss of TEAS Reduced Fee status and a requirement to submit an additional processing fee of \$125 per international class of goods/services.

A fee payment in the amount of \$275 has been submitted with the application, representing payment for 1 class(es).

Declaration

✓ **Basis:**

If the applicant is filing the application based on use in commerce under 15 U.S.C. § 1051(a):

- The signatory believes that the applicant is the owner of the trademark/service mark sought to be registered;
- The mark is in use in commerce on or in connection with the goods/services in the application;
- The specimen(s) shows the mark as used on or in connection with the goods/services in the application; and
- To the best of the signatory's knowledge and belief, the facts recited in the application are accurate.

And/Or

If the applicant is filing the application based on an intent to use the mark in commerce under 15 U.S.C. § 1051(b), § 1126(d), and/or § 1126(e):

- The signatory believes that the applicant is entitled to use the mark in commerce;
- The applicant has a bona fide intention to use the mark in commerce on or in connection with the goods/services in the application; and

- To the best of the signatory's knowledge and belief, the facts recited in the application are accurate.
- ✓ To the best of the signatory's knowledge and belief, no other persons, except, if applicable, concurrent users, have the right to use the mark in commerce, either in the identical form or in such near resemblance as to be likely, when used on or in connection with the goods/services of such other persons, to cause confusion or mistake, or to deceive.
- ✓ To the best of the signatory's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, the allegations and other factual contentions made above have evidentiary support.
- ✓ The signatory being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements and the like may jeopardize the validity of the application or submission or any registration resulting therefrom, declares that all statements made of his/her own knowledge are true and all statements made on information and belief are believed to be true.

Declaration Signature

Signature: /Jeremy Hirsch/ Date: 12/06/2019

Signatory's Name: Jeremy Hirsch

Signatory's Position: Chairman of the Board

Payment Sale Number: 88718236

Payment Accounting Date: 12/06/2019

Serial Number: 88718236

Internet Transmission Date: Fri Dec 06 15:23:13 EST 2019

TEAS Stamp: USPTO/BAS-XXX.XXX.XXX.XX-201912061523134

21186-88718236-700a36b134de74a49e23875bf

578829af22b07f878a81ec2cd32ec11a3bacce43

5-DA-23138131-20191206133758805204

Under the Paperwork Reduction Act of 1995 no persons are required to respond to a collection of information unless it displays a valid OMB control number.

Trademark/Service Mark Application, Principal Register

Serial Number: 90266970

Filing Date: 10/20/2020

The table below presents the data as entered.

Input Field	Entered
SERIAL NUMBER	90266970
MARK INFORMATION	
*MARK	SPARTAN MOSQUITO PRO-TECH
STANDARD CHARACTERS	YES
USPTO-GENERATED IMAGE	YES
LITERAL ELEMENT	SPARTAN MOSQUITO PRO-TECH
MARK STATEMENT	The mark consists of standard characters, without claim to any particular font style, size, or color.
REGISTER	Principal
APPLICANT INFORMATION	
*OWNER OF MARK	AC2T INC
*MAILING ADDRESS	P.O. Box 18556
*CITY	Hattiesburg
*STATE (Required for U.S. applicants)	Mississippi
*COUNTRY/REGION/JURISDICTION/U.S. TERRITORY	United States
*ZIP/POSTAL CODE (Required for U.S. and certain international addresses)	39404
*EMAIL ADDRESS	XXXX

Exhibit
"O"

LEGAL ENTITY INFORMATION	
TYPE	corporation
STATE/COUNTRY/REGION/JURISDICTION/U.S. TERRITORY OF INCORPORATION	Mississippi
GOODS AND/OR SERVICES AND BASIS INFORMATION	
INTERNATIONAL CLASS	005
*IDENTIFICATION	pesticides for use with an outdoor insect and pest eradication device
FILING BASIS	SECTION 1(b)
ATTORNEY INFORMATION	
NAME	Ann K. Ford
ATTORNEY DOCKET NUMBER	409080-3
ATTORNEY BAR MEMBERSHIP NUMBER	XXX
YEAR OF ADMISSION	XXXX
U.S. STATE/ COMMONWEALTH/ TERRITORY	XX
FIRM NAME	DLA Piper LLP (US)
STREET	500 8th St. NW
CITY	Washington
STATE	District of Columbia
COUNTRY/REGION/JURISDICTION/U.S. TERRITORY	United States
ZIP/POSTAL CODE	20004
PHONE	202-799-4000
FAX	2027995000
EMAIL ADDRESS	dctrademarks@dlapiper.com
OTHER APPOINTED ATTORNEY	Thomas E. Zutic, Ryan C. Compton, John Nading, David Kramer, Eunice Chung, James Stewart, Hajra Nashin, Alberto Zacapa, Naomi Abraham, and Devika Persaud
CORRESPONDENCE INFORMATION	
NAME	Ann K. Ford

PRIMARY EMAIL ADDRESS FOR CORRESPONDENCE	dctrademarks@dlapiper.com
SECONDARY EMAIL ADDRESS(ES) (COURTESY COPIES)	NOT PROVIDED
FEE INFORMATION	
APPLICATION FILING OPTION	TEAS Standard
NUMBER OF CLASSES	1
APPLICATION FOR REGISTRATION PER CLASS	275
*TOTAL FEES DUE	275
*TOTAL FEES PAID	275
SIGNATURE INFORMATION	
SIGNATURE	/Christopher M Bonner/
SIGNATORY'S NAME	Christopher M Bonner
SIGNATORY'S POSITION	Vice President
SIGNATORY'S PHONE NUMBER	601-550-0598
DATE SIGNED	10/20/2020

Under the Paperwork Reduction Act of 1995 no persons are required to respond to a collection of information unless it displays a valid OMB control number.

Trademark/Service Mark Application, Principal Register

Serial Number: 90266970

Filing Date: 10/20/2020

To the Commissioner for Trademarks:

MARK: SPARTAN MOSQUITO PRO-TECH (Standard Characters, see mark)

The literal element of the mark consists of SPARTAN MOSQUITO PRO-TECH. The mark consists of standard characters, without claim to any particular font style, size, or color.

The applicant, AC2T INC, a corporation of Mississippi, having an address of

P.O. Box 18556

Hattiesburg, Mississippi 39404

United States

XXXX

requests registration of the trademark/service mark identified above in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq.), as amended, for the following:

International Class 005: pesticides for use with an outdoor insect and pest eradication device

Intent to Use: The applicant has a bona fide intention, and is entitled, to use the mark in commerce on or in connection with the identified goods/services.

The owner's/holder's proposed attorney information: Ann K. Ford. Other appointed attorneys are Thomas E. Zutic, Ryan C. Compton, John Nading, David Kramer, Eunice Chung, James Stewart, Hajra Nashin, Alberto Zacapa, Naomi Abraham, and Devika Persaud. Ann K. Ford of DLA Piper LLP (US), is a member of the XX bar, admitted to the bar in XXXX, bar membership no. XXX, and the attorney(s) is located at

500 8th St. NW

Washington, District of Columbia 20004

United States

202-799-4000(phone)

2027995000(fax)

dctrademarks@dlapiper.com

The docket/reference number is 409080-3.

Ann K. Ford submitted the following statement: The attorney of record is an active member in good standing of the bar of the highest court of a U.S. state, the District of Columbia, or any U.S. Commonwealth or territory.

The applicant's current Correspondence Information:

Ann K. Ford

PRIMARY EMAIL FOR CORRESPONDENCE: dctrademarks@dlapiper.com SECONDARY
EMAIL ADDRESS(ES) (COURTESY COPIES): NOT PROVIDED

Requirement for Email and Electronic Filing: I understand that a valid email address must be maintained by the applicant owner/holder and the applicant owner's/holder's attorney, if appointed, and that all official trademark correspondence must be submitted via the Trademark Electronic Application System (TEAS). A fee payment in the amount of \$275 has been submitted with the application, representing payment for 1 class(es).

Declaration✓ **Basis:**

If the applicant is filing the application based on use in commerce under 15 U.S.C. § 1051(a):

- The signatory believes that the applicant is the owner of the trademark/service mark sought to be registered;
- The mark is in use in commerce and was in use in commerce as of the filing date of the application on or in connection with the goods/services in the application;
- The specimen(s) shows the mark as used on or in connection with the goods/services in the application and was used on or in connection with the goods/services in the application as of the application filing date; and
- To the best of the signatory's knowledge and belief, the facts recited in the application are accurate.

And/Or

If the applicant is filing the application based on an intent to use the mark in commerce under 15 U.S.C. § 1051(b), § 1126(d), and/or § 1126(e):

- The signatory believes that the applicant is entitled to use the mark in commerce;
 - The applicant has a bona fide intention to use the mark in commerce and had a bona fide intention to use the mark in commerce as of the application filing date on or in connection with the goods/services in the application; and
 - To the best of the signatory's knowledge and belief, the facts recited in the application are accurate.
-
- ✓ To the best of the signatory's knowledge and belief, no other persons, except, if applicable, concurrent users, have the right to use the mark in commerce, either in the identical form or in such near resemblance as to be likely, when used on or in connection with the goods/services of such other persons, to cause confusion or mistake, or to deceive.
 - ✓ To the best of the signatory's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, the allegations and other factual contentions made above have evidentiary support.

- ✓ The signatory being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements and the like may jeopardize the validity of the application or submission or any registration resulting therefrom, declares that all statements made of his/her own knowledge are true and all statements made on information and belief are believed to be true.

Declaration Signature

Signature: /Christopher M Bonner/ Date: 10/20/2020

Signatory's Name: Christopher M Bonner

Signatory's Position: Vice President

Payment Sale Number: 90266970

Payment Accounting Date: 10/20/2020

Serial Number: 90266970

Internet Transmission Date: Tue Oct 20 18:27:04 ET 2020

TEAS Stamp: USPTO/BAS-XXX.XXX.XXX.XX-202010201827043

69817-90266970-7502081bd466a4d33c101bee6

eb3f2b174ad869f1d99f199d92b6841dfe1496-D

A-27042713-20201016160516561195

**STATE OF MISSISSIPPI
SECRETARY OF STATE'S OFFICE
C. DELBERT HOSEMAN, JR.
SECRETARY OF STATE
JACKSON, MISSISSIPPI**

Certificate of Trademark Registration

I, C. Delbert Hosemann, Jr., Secretary of State of the State of Mississippi in accordance with the provisions of the laws of the State of Mississippi, do hereby certify that

AC2T Inc

has filed in this office the necessary papers and certificates to entitle it to the Legal Registration in Mississippi of the following:

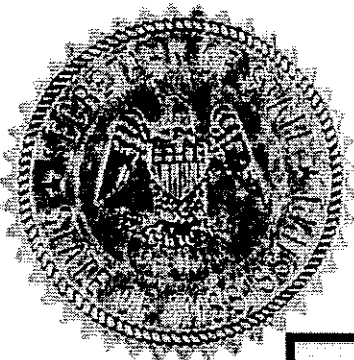
THE WORDS: SPARTAN MOSQUITO

This mark and/or label is granted for and may be used only upon the following classifications of Goods, Wares, Merchandise or Services:

Insecticides

For a period of five (5) years from and after the date of this Certificate.

Given under my hand
and seal of office this 2nd
day of September, 2016.



C. Delbert Hosemann, Jr.

**Exhibit
"p"**

C. DELBERT HOSEMAN, JR.

MS Registration No. 15965



State of Mississippi
Mississippi Secretary of State's Office
C. Delbert Hosemann, Jr.

PAYMENT BATCH DEPOSIT ITEMS - DEPOSIT REGISTER

Batch Status: Closed

BATCH NUMBER = 8493

PDT: 9/2/2016 11:11AM

<u>Validation #</u>	<u>Cash</u>	<u>Check</u>	<u>Payer Name</u>	<u>GL Code</u>
4217452	\$0.00	\$150.00	BRYAN NELSON PA ATTORNEYS AT LAW	2999000000-43100000-100011

GL CODE: 2999000000-43100000-1000111110-W11111000003 : CASH=\$0.00, CHECK=\$150.00,

TOTAL: \$150.00

11 F0023—Page 1 of 4

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P. O. BOX 136, JACKSON, MS 39205-0136
601-359-1633

Application to Register or Renew Trade and Service Marks

Please refer to on-line instructions while completing this form.

1. Please indicate below the type of registration desired (See instructions for definitions)



Trademark



Original



Service Mark



Renewal

Mississippi Registration Number

For Renewals Only

2. Name of owner (person, corporation or other entity) applying for registration

AC2T INC

3. Business address of applicant

P.O. Box 18556

Mailing Address

Hattiesburg

City

Telephone (area code first)

601-261-4100

MS

State

39404-8556

ZIP Code

Business Email Address: kpowell@bnlawfirm.com

4. Applicant is a(n)



Corporation



Individual



Partnership



Limited Partnership



Limited Liability Company



Limited Liability Partnership



Other

State or country of owner

Mississippi

For Foreign Corporation, Partnership, Limited Liability Company, Limited Liability Partnership or Other

This certificate issued pursuant to section 75-25-1 of sec., Mississippi Code of 1972 with specimen or facsimile attached.



C. Robert Hossain, Jr., Secretary of State

1142114527/5
2016 SEP -2 AM 10:58

5. If partnership or other entity, list names and business addresses of general partners, owners and/or managers:

Name and address

Title

Name and address

Title

Name and address

Title

F0023—Page 2 of 4

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P. O. BOX 136, JACKSON, MS 39205-0136
601-359-1333
Application to Register or Renew Trade and Service Marks

6. The goods or services with which the mark is used are:

Insecticides

7. Classification (Use two digit classification number from instructions.)
(Submit a separate application and fee for each classification requested.)

05

8. State how the mark is being used.

The mark is placed on products sold by the Owner

9. Date mark was first used anywhere:

08/19/2016

MM/DD/YYYY

First used in Mississippi:

08/19/2016

MM/DD/YYYY

10. Has the applicant (or predecessor in interest) filed an application to register in the U. S. Patent and Trademark Office covering an area including this state?



Yes



No

If yes, please provide:

87153630

Serial Number

08/29/2016

Filing

Pending

Application Status

Application Refused?



Yes



No

Reasons:

04217452

2016 SEP -2 AM 10:58

F0023—Page 3 of 4

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P. O. BOX 136, JACKSON, MS 39205-0136
601-359-1333
Application to Register or Renew Trade and Service Marks

11. Describe in detail, using words, the mark as you want it registered.

SPARTAN MOSQUITO

12. Attach three 3 specimens or facsimiles of the mark in use.
13. Consent (if applicable). SEE INSTRUCTIONS. If another person or company currently owns this mark, give name and address of owner of existing mark and attach hereto letter of consent.
14. I, the owner of the mark, a member of the firm or an officer of the corporation or association applying, attest that the mark is in use, and that to my knowledge, no other person has registered, either Federally or in this state, or has the right to use such mark, except as provided for in item 13 above, either in the identical form or in such near resemblance thereto as to be like, when applied to the goods or services of such person to cause confusion, or cause mistake or to deceive.

Chris Bonner, Vice President

Name and Title (Please print name.)



Signature (Please keep writing within block.)

04217452

2016 SEP -2 AM 10:58

F0023—Page 4 of 4

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P. O. BOX 136, JACKSON, MS 39205-0136
601-359-1333

Application to Register or Renew Trade and Service Marks

ACKNOWLEDGMENT

State of

MISSISSIPPI

County of

LAMAR

I,

CHRIS BONNER

being first duly sworn, depose and say that I am

VICE PRESIDENT

of

AC2T INC

Title

Company/Applicant

the applicant herein, and that I make this affidavit and verification subject to the perjury laws on

the behalf of

AC2T INC

and have the authority to make this

Company/Applicant

affidavit and I have read the above and foregoing application and know the contents thereof, and the facts set herein are true.

I, further depose and say that the three specimens filed herein are true and correct.

Signature of Applicant

Sworn to and subscribed before me this

31st

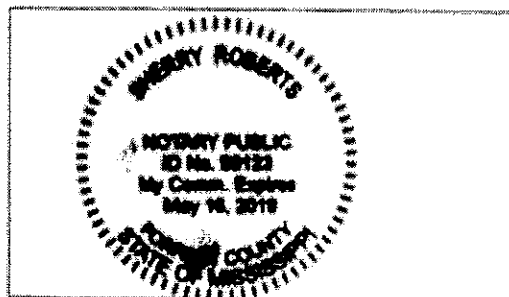
day of

August

2016

Notary

Seal



Notary

Signature

My commission expires

May 16 2019

F0023

04217452

2016 SEP -2 AM 10:58

SPARTAN MOSQUITO



WWW.SPARTANMOSQUITO.COM

BRYAN NELSON P.A.

ATTORNEYS AT LAW
POST OFFICE DRAWER 18109
HATTIESBURG, MISSISSIPPI 39404-8109

109 FAIRFIELD DRIVE
HATTIESBURG, MISSISSIPPI 39402

KRIS A. POWELL
kpowell@bnlawfirm.com
DIRECT DIAL: (601) 296-9003

TEL (601) 261-4100
FAX (601) 261-4106

Downtown Office:
204 WEST FRONT STREET
HATTIESBURG, MISSISSIPPI 39401

August 31, 2016

Mr. Thomas H. Riley, III
Assistant Secretary of State
State of Mississippi
Post Office Box 136
Jackson, Mississippi 39205-0136

Re: Applications to Register Trademarks
AC2T Inc.
Our File No. 2609-1

Dear Mr. Riley:

Please find enclosed three (3) Applications to Register a Trademark on behalf of AC2T Inc. which we request you file and record in your office upon receipt. Pursuant to the enclosed applications, the Trademarks submitted for registration are:

- (1) "Spartan Mosquito";
- (2) "Spartan Mosquito Bomb"; and
- (3) the Spartan Mosquito Logo.

To facilitate this request, I am enclosing our firm's check number 98294 made payable to you in the amount of \$150.00 to cover the filing fee associated with the Applications.

Once filed, please favor this office with a stamped "Filed" copy of the Applications by returning same in the self-addressed, postage prepaid envelope included for your convenience.

If you have any questions or concerns with regard to these applications, or if I can provide you with anything further to facilitate this request, please let me know.

Sincerely yours,

BRYAN NELSON P.A.

Kris A. Powell
For the Firm

KAP/cb
Enclosures

645024

04217454

2016 SEP -2 AM 11:00

**STATE OF MISSISSIPPI
SECRETARY OF STATE'S OFFICE
C. DELBERT HOSEMAN, JR.
SECRETARY OF STATE
JACKSON, MISSISSIPPI**

Certificate of Trademark Registration

I, C. Delbert Hosemann, Jr., Secretary of State of the State of Mississippi in accordance with the provisions of the laws of the State of Mississippi, do hereby certify that

AC2T Inc

has filed in this office the necessary papers and certificates to entitle it to the Legal Registration in Mississippi of the following:

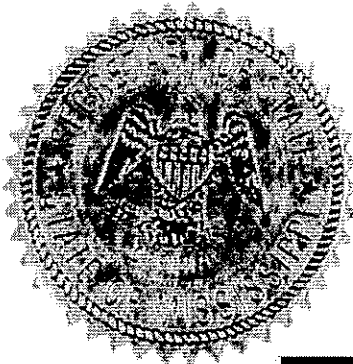
THE WORDS: SPARTAN MOSQUITO BOMB

This mark and/or label is granted for and may be used only upon the following classifications of Goods, Wares, Merchandise or Services:

Insecticides

For a period of five (5) years from and after the date of this Certificate.

Given under my hand
and seal of office this 2nd
day of September, 2016.



C. Delbert Hosemann, Jr.

C. DELBERT HOSEMAN, JR.

MS Registration No. 15966

**Exhibit
"Q"**



State of Mississippi
Mississippi Secretary of State's Office
C. Delbert Hosemann, Jr.

PAYMENT BATCH DEPOSIT ITEMS - DEPOSIT REGISTER

Batch Status: Closed

BATCH NUMBER = 8493

PDT: 9/2/2016 11:11AM

<u>Validation #</u>	<u>Cash</u>	<u>Check</u>	<u>Payer Name</u>	<u>GL Code</u>
4217452	\$0.00	\$150.00	BRYAN NELSON PA ATTORNEYS AT LAW	2999000000-43100000- 100011

GL CODE: 2999000000-43100000- 1000111110-W11111000003: CASH=\$0.00, CHECK=\$150.00,
TOTAL \$150.00

11 F0023—Page 1 of 4

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P. O. BOX 136, JACKSON, MS 39205-0136
601-359-1633

Application to Register or Renew Trade and Service Marks

Please refer to on-line instructions while completing this form.

1. Please indicate below the type of registration desired (See instructions for definitions)

☒ Trademark

☐ Original

Mississippi Registration Number

☐ Service Mark

☐ Renewal

For Renewals Only

2. Name of owner (person, corporation or other entity) applying for registration

AC2T INC

3. Business address of applicant

P.O. Box 18556

Telephone (area code first)

601-261-4100

Mailing Address

Hattiesburg

MS

39404-8556

City

State

ZIP Code

Business Email Address: kpowell@bnlawfirm.com

4. Applicant is a(n)

☒ Corporation

☐ Individual

☐ Partnership

☐ Limited Partnership

☐ Limited Liability Company

☐ Limited Liability Partnership

☐ Other

State or country of owner

Mississippi

For Foreign Corporation, Partnership, Limited Liability Company, Limited Liability Partnership or Other

This certificate issued pursuant to section 75-25-1 of sec. Mississippi Code of 1972 with specimen or facsimile attached.



C. D. Dillert, Jr.
C. Dillert, Jr., Secretary of State

04217453

2016 SEP -2 AM 10:59

5. If partnership or other entity, list names and business addresses of general partners, owners and/or managers:

Name and address

Title

Name and address

Title

Name and address

Title

F0023—Page 2 of 4

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P. O. BOX 136, JACKSON, MS 39205-0136
601-359-1333
Application to Register or Renew Trade and Service Marks

6. The goods or services with which the mark is used are:

Insecticides

7. Classification (Use two digit classification number from instructions.)
(Submit a separate application and fee for each classification requested.)

05

8. State how the mark is being used.

The mark is placed on products sold by the Owner

9. Date mark was first used anywhere:

08/19/2016

MM/DD/YYYY

First used in Mississippi:

08/19/2016

MM/DD/YYYY

10. Has the applicant (or predecessor in interest) filed an application to register in the U. S. Patent and Trademark Office covering an area including this state?



Yes



No

If yes, please provide:

87153668

Serial Number

08/29/2016

Filing

Pending

Application Status

Application Refused?



Yes



No

Reasons:

04217453

2016 SEP -2 AM 10:59

F0023—Page 3 of 4

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P. O. BOX 136, JACKSON, MS 39205-0136
601-359-1333
Application to Register or Renew Trade and Service Marks

11. Describe in detail, using words, the mark as you want it registered.

SPARTAN MOSQUITO BOMB

12. Attach three 3 specimens or facsimiles of the mark in use.
13. Consent (if applicable). SEE INSTRUCTIONS. If another person or company currently owns this mark, give name and address of owner of existing mark and attach hereto letter of consent.
14. I, the owner of the mark, a member of the firm or an officer of the corporation or association applying, attest that the mark is in use, and that to my knowledge, no other person has registered, either Federally or in this state, or has the right to use such mark, except as provided for in item 13 above, either in the identical form or in such near resemblance thereto as to be like, when applied to the goods or services of such person to cause confusion, or cause mistake or to deceive.

Chris Bonner, Vice President

Name and Title (Please print name.)



Signature (Please keep writing within block.)

04217453

2016 SEP -2 AM 10:59

F0023—Page 4 of 4

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P. O. BOX 136, JACKSON, MS 39205-0136
601-359-1333
Application to Register or Renew Trade and Service Marks

ACKNOWLEDGMENT

State of

MISSISSIPPI

County of

LAMAR

I,

CHRIS BONNER

being first duly sworn, depose and say that I am

VICE PRESIDENT

of

AC2T INC

Title

Company/Applicant

the applicant herein, and that I make this affidavit and verification subject to the perjury laws on

the behalf of

AC2T INC

and have the authority to make this

Company/Applicant

affidavit and I have read the above and foregoing application and know the contents thereof, and the facts set herein are true.

I, further depose and say that the three specimens filed herein are true and correct.

Signature of Applicant

Chris Bonner

Sworn to and subscribed before me this

31st

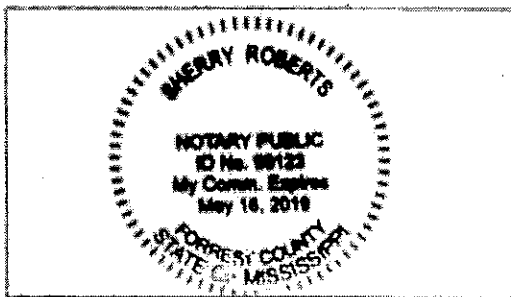
day of

August

2016

Notary

Seal



Notary

Signature

Sherry Roberts

My commission expires

May 16 2019

2010 05 25 11:11:39



BRYAN NELSON P.A.

ATTORNEYS AT LAW
POST OFFICE DRAWER 18109
HATTIESBURG, MISSISSIPPI 39404-8109

109 FAIRFIELD DRIVE
HATTIESBURG, MISSISSIPPI 39402

KRIS A. POWELL
kpowell@bna-law.com
DIRECT DIAL: (601) 298-9003

TEL: (601) 261-4100
FAX: (601) 261-4106

Downtown Office:
204 WEST FRONT STREET
HATTIESBURG, MISSISSIPPI 39401

August 31, 2016

Mr. Thomas H. Riley, III
Assistant Secretary of State
State of Mississippi
Post Office Box 136
Jackson, Mississippi 39205-0136

Re: Applications to Register Trademarks
AC2T Inc.
Our File No: 2609-1

Dear Mr. Riley:

Please find enclosed three (3) Applications to Register a Trademark on behalf of AC2T Inc. which we request you file and record in your office upon receipt. Pursuant to the enclosed applications, the Trademarks submitted for registration are:

- (1) "Spartan Mosquito";
- (2) "Spartan Mosquito Bomb"; and
- (3) the Spartan Mosquito Logo.

To facilitate this request, I am enclosing our firm's check number 98294 made payable to you in the amount of \$150.00 to cover the filing fee associated with the Applications.

Once filed, please favor this office with a stamped "Filed" copy of the Applications by returning same in the self-addressed, postage prepaid envelope included for your convenience.

If you have any questions or concerns with regard to these applications, or if I can provide you with anything further to facilitate this request, please let me know.

Sincerely yours,

BRYAN NELSON P.A.

Kris A. Powell
For the Firm

KAP/ch.
Enclosures

545024

04217454

2016 SEP -2 AM 11:00

**STATE OF MISSISSIPPI
SECRETARY OF STATE'S OFFICE
C. DELBERT HOSEMAN, JR.
SECRETARY OF STATE
JACKSON, MISSISSIPPI**

Certificate of Trademark Registration

I, C. Delbert Hosemann, Jr., Secretary of State of the State of Mississippi in accordance with the provisions of the laws of the State of Mississippi, do hereby certify that

AC2T Inc

has filed in this office the necessary papers and certificates to entitle it to the Legal Registration in Mississippi of the following:

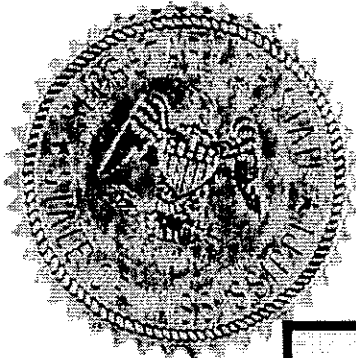
SPARTAN MOSQUITO LOGO

This mark and/or label is granted for and may be used only upon the following classifications of Goods, Wares, Merchandise or Services:

Insecticides

For a period of five (5) years from and after the date of this Certificate.

Given under my hand
and seal of office this 2nd
day of September, 2016.



C. Delbert Hosemann, Jr.

C. DELBERT HOSEMAN, JR.

MS Registration No. 15967

**Exhibit
"R"**



State of Mississippi
Mississippi Secretary of State's Office
C. Delbert Hosemann, Jr.

PAYMENT BATCH DEPOSIT ITEMS - DEPOSIT REGISTER

Batch Status: Closed

BATCH NUMBER = 8493

PDT: 9/2/2016 11:11AM

<u>Validation #</u>	<u>Cash</u>	<u>Check</u>	<u>Payer Name</u>	<u>GL Code</u>
4217452	\$0.00	\$150.00	BRYAN NELSON PA ATTORNEYS AT LAW	2999000000-43100000-100011

GL CODE: 2999000000-43100000-1000111110-W11111000003 : CASH=\$0.00, CHECK=\$150.00,
TOTAL=\$150.00

11 F0023—Page 1 of 4

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P. O. BOX 136, JACKSON, MS 39205-0136
601-359-1633

Application to Register or Renew Trade and Service Marks

Please refer to on-line instructions while completing this form.

1. Please indicate below the type of registration desired (See Instructions for definitions)

☒ Trademark

☐ Original

Mississippi Registration Number

☐ Service Mark

☐ Renewal

For Renewals Only

2. Name of owner (person, corporation or other entity) applying for registration

AC2T INC

3. Business address of applicant

P.O. Box 18556

Telephone (area code first)

601-261-4100

Mailing Address

Hattiesburg

MS

39404-8559

City

State

ZIP Code

Business Email Address: kpowell@bnlawfirm.com

4. Applicant is a(n)

☒ Corporation

☐ Individual

☐ Partnership

☐ Limited Partnership

☐ Limited Liability Company

☐ Limited Liability Partnership

☐ Other

State or country of owner

Mississippi

For Foreign Corporation, Partnership, Limited Liability Company, Limited Liability Partnership or Other

5. If partnership or other entity, list names and business addresses of general partners, owners and/or managers:

Name and address

Title

Name and address

Title

Name and address

Title

This certificate issued pursuant section 75-25-1 of seq. Mississippi Code of 1972 with specimen or facsimile attached.



C. Delbert Norment, Jr.
C. Delbert Norment, Jr., Secretary of State

04217454

2016 SEP -2 AM 10:59

F0023—Page 2 of 4

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P. O. BOX 136, JACKSON, MS 39205-0136
601-359-1333
Application to Register or Renew Trade and Service Marks

6. The goods or services with which the mark is used are:

Insecticides

7. Classification (Use two digit classification number from instructions.)
(Submit a separate application and fee for each classification requested.)

05

8. State how the mark is being used.

The mark is placed on products sold by the Owner

9. Date mark was first used anywhere:

08/19/2016

MM/DD/YYYY

First used in Mississippi:

08/19/2016

MM/DD/YYYY

10. Has the applicant (or predecessor in interest) filed an application to register in the U. S. Patent and Trademark Office covering an area including this state?

☐

Yes

☒

No

If yes, please provide:

Serial Number

Filing

Application Status

Application Refused?

☐

Yes

☐

No

Reasons:

2016 SEP -2 AM 10:59

2016 SEP -2 AM 10:59

F0023—Page 3 of 4

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P. O. BOX 136, JACKSON, MS 39205-0136
601-359-1333
Application to Register or Renew Trade and Service Marks

11. Describe in detail, using words, the mark as you want it registered.

Spartan Mosquito Logo: Blue Circle, outlined in black; yellow helmet, outlined in black; yellow wings on helmet, outlined in black; yellow helmet, with blue eyes; yellow helmet with yellow wings in front of blue circle.

12. Attach three 3 specimens or facsimiles of the mark in use.
13. Consent (if applicable). SEE INSTRUCTIONS. If another person or company currently owns this mark, give name and address of owner of existing mark and attach hereto letter of consent.
14. I, the owner of the mark, a member of the firm or an officer of the corporation or association applying, attest that the mark is in use, and that to my knowledge, no other person has registered, either Federally or in this state, or has the right to use such mark, except as provided for in item 13 above, either in the identical form or in such near resemblance thereto as to be like, when applied to the goods or services of such person to cause confusion, or cause mistake or to deceive.

Chris Bonner, Vice President

Name and Title (Please print name.)



Signature (Please keep writing within block.)

F0023—Page 4 of 4

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P. O. BOX 136, JACKSON, MS 39205-0136
601-359-1333

Application to Register or Renew Trade and Service Marks

ACKNOWLEDGMENT

State of

MISSISSIPPI

County of

LAMAR

I,

CHRIS BONNER

being first duly sworn, depose and say that I am

VICE PRESIDENT

of

AC2T INC

Title

Company/Applicant

the applicant herein, and that I make this affidavit and verification subject to the perjury laws on

the behalf of

AC2T INC

and have the authority to make this

Company/Applicant

affidavit and I have read the above and foregoing application and know the contents thereof, and the facts set herein are true.

I, further depose and say that the three specimens filed herein are true and correct.

Signature of Applicant



Sworn to and subscribed before me this

31st

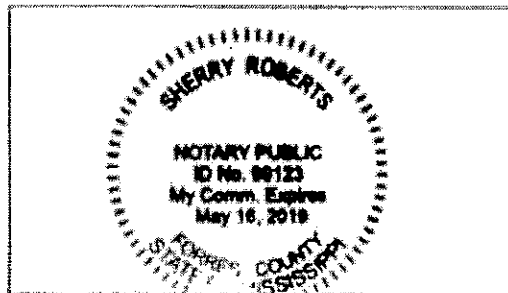
day of

August

2016

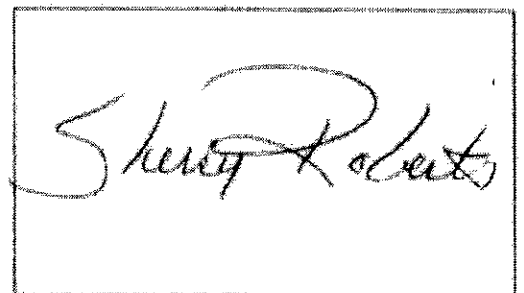
Notary

Seal



Notary

Signature



My commission expires

May 16 2019



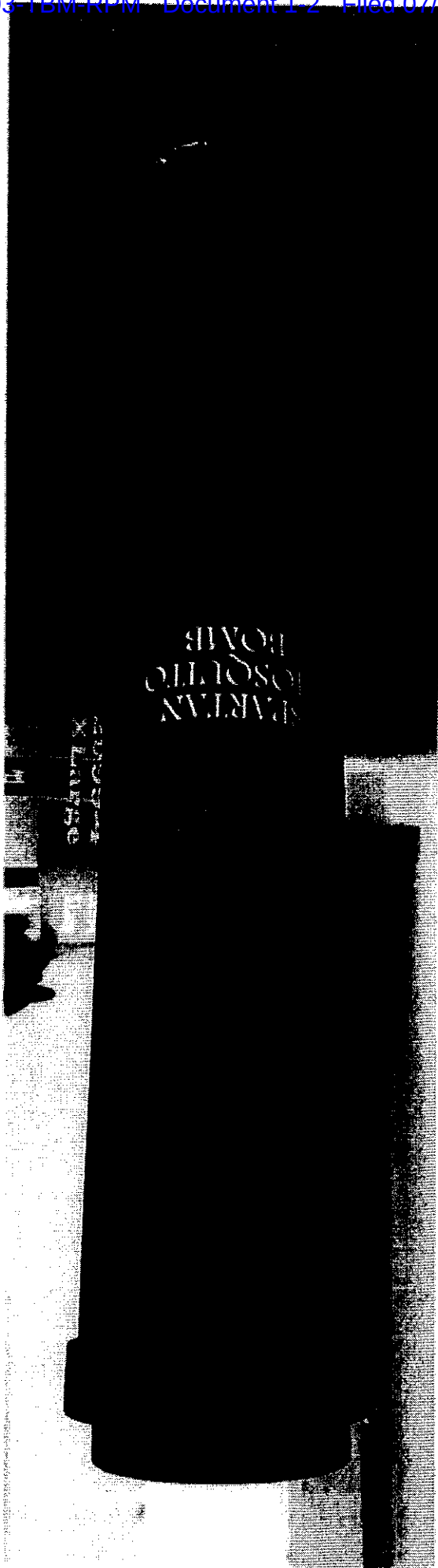
SPARTAN MOSQUITO



WWW.SPARTANMOSQUITO.COM

2010 SEP -2 THU 03

09/21/434



BRYAN NELSON P.A.

ATTORNEYS AT LAW
POST OFFICE DRAWER 18109
HATTIESBURG, MISSISSIPPI 39404-8109

TEL (601) 261-4100
FAX (601) 261-4100

109 FAIRFIELD DRIVE
HATTIESBURG, MISSISSIPPI 39402

Downtown Office:
204 WEST FRONT STREET
HATTIESBURG, MISSISSIPPI 39401

KRIS A. POWELL
kpowell@bnlawfirm.com
DIRECT DIAL: (601) 296-9003

August 31, 2016

Mr. Thomas H. Riley, III
Assistant Secretary of State
State of Mississippi
Post Office Box 136
Jackson, Mississippi 39205-0136

Re: Applications to Register Trademarks
AC2T Inc.
Our File No. 2609-1

Dear Mr. Riley:

Please find enclosed three (3) Applications to Register a Trademark on behalf of AC2T Inc. which we request you file and record in your office upon receipt. Pursuant to the enclosed applications, the Trademarks submitted for registration are:

- (1) "Spartan Mosquito";
- (2) "Spartan Mosquito Bomb"; and
- (3) the Spartan Mosquito Logo.

To facilitate this request, I am enclosing our firm's check number 98294 made payable to you in the amount of \$150.00 to cover the filing fee associated with the Applications.

Once filed, please favor this office with a stamped "Filed" copy of the Applications by returning same in the self-addressed, postage prepaid envelope included for your convenience.

If you have any questions or concerns with regard to these applications, or if I can provide you with anything further to facilitate this request, please let me know.

Sincerely yours,

BRYAN NELSON P.A.

Kris A. Powell
For the Firm

KAP/cb
Enclosures

545024

04217454

2016 SEP -2 PM 11:00

Civil Case Filing Form

(To be completed by Attorney/Party
Prior to Filing of Pleading)

County # 37 Judicial District 1 Court ID (CH, CI, CO) CI
Month 06 Date 07 Year 21

Filed: 05/07/2021

Docket Number 070
Local Docket ID 070

Mississippi Supreme Court Form AOC/01
Administrative Office of Courts (Rev 2020)

This area to be completed by clerk

Case Number if filed prior to 1/1/94

In the CIRCUIT

Court of LAMAR

County

Judicial District

Origin of Suit (Place an "X" in one box only)

- ☒ Initial Filing ☐ Reinstated ☐ Foreign Judgment Enrolled ☐ Transfer from Other court ☐ Other
☐ Remanded ☐ Reopened ☐ Joining Suit/Action ☐ Appeal

Plaintiff - Party(ies) Initially Bringing Suit Should Be Entered First - Enter Additional Plaintiffs on Separate Form

(Individual)

Last Name

First Name

Maiden Name, if applicable

M.I.

Jr/Sr/III/IV

Check (x) if Individual Plaintiff is acting in capacity as Executor(trix) or Administrator(trix) of an Estate, and enter style:
Estate of _____

Check (x) if Individual Plaintiff is acting in capacity as Business Owner/Operator (d/b/a) or State Agency, and enter entity:
D/B/A or Agency _____

Business AC2T, Inc.

Enter legal name of business, corporation, partnership, agency - If Corporation, indicate the state where incorporated

Check (x) if Business Plaintiff is filing suit in the name of an entity other than the above, and enter below:
D/B/A Spartan Mosquito

Address of Plaintiff

Attorney (Name & Address) Seth M. Hunter, P.O. Box 2055, Hattiesburg, MS 39403

MS Bar No. 101145

Check (x) if Individual Filing Initial Pleading is NOT an Attorney

Signature of Individual Filing: Seth M. Hunter

Defendant - Name of Defendant - Enter Additional Defendants on Separate Form

(Individual)

Last Name

First Name

Maiden Name, if applicable

M.I.

Jr/Sr/III/IV

Check (x) if Individual Defendant is acting in capacity as Executor(trix) or Administrator(trix) of an Estate, and enter style:
Estate of _____

Check (x) if Individual Defendant is acting in capacity as Business Owner/Operator (d/b/a) or State Agency, and enter entity:
D/B/A or Agency _____

Business Lights on Distributors, LLC

Enter legal name of business, corporation, partnership, agency - If Corporation, indicate the state where incorporated

Check (x) if Business Defendant is acting in the name of an entity other than the above, and enter below:
D/B/A _____

Attorney (Name & Address) - If Known

MS Bar No. _____

Check (x) if child support is contemplated as an issue in this suit.*

*If checked, please submit completed Child Support Information Sheet with this Cover Sheet

Nature of Suit (Place an "X" in one box only)

Domestic Relations

- ☐ Child Custody/Visitation
☐ Child Support
☐ Contempt
☐ Divorce: Fault
☐ Divorce: Irreconcilable Diff.
☐ Domestic Abuse
☐ Emancipation
☐ Modification
☐ Paternity
☐ Property Division
☐ Separate Maintenance
☐ Term. of Parental Rights-Chancery
☐ UIFSA (eff 7/1/97; formerly URESA)
☐ Other _____

Appeals

- ☐ Administrative Agency
☐ County Court
☐ Hardship Petition (Driver License)
☐ Justice Court
☐ MS Dept Employment Security
☐ Municipal Court
☐ Other _____

Business/Commercial

- ☐ Accounting (Business)
☐ Business Dissolution
☐ Debt Collection
☐ Employment
☐ Foreign Judgment
☐ Garnishment
☐ Replevin
☐ Other _____

Probate

- ☐ Accounting (Probate)
☐ Birth Certificate Correction
☐ Mental Health Commitment
☐ Conservatorship
☐ Guardianship
☐ Joint Conservatorship & Guardianship
☐ Heirship
☐ Intestate Estate
☐ Minor's Settlement
☐ Monument of Title
☐ Name Change
☐ Testate Estate
☐ Will Contest
☐ Alcohol/Drug Commitment (Involuntary)

- ☐ Alcohol/Drug Commitment (voluntary)
☐ Other _____

Children/Minors - Non-Domestic

- ☐ Adoption - Contested
☐ Adoption - Uncontested
☐ Consent to Abortion
☐ Minor Removal of Minority
☐ Other _____

Civil Rights

- ☐ Elections
☐ Expungement
☐ Habeas Corpus
☐ Post Conviction Relief/Prisoner
☐ Other _____

Contract

- ☒ Breach of Contract
☐ Installment Contract
☐ Insurance
☐ Specific Performance
☐ Other _____

Statutes/Rules

- ☐ Bond Validation
☐ Civil Forfeiture
☐ Declaratory Judgment
☐ Injunction or Restraining Order
☐ Other _____

Real Property

- ☐ Adverse Possession
☐ Ejectment
☐ Eminent Domain
☐ Eviction
☐ Judicial Foreclosure
☐ Lien Assertion
☐ Partition
☐ Tax Sale: Confirm/Cancel
☐ Title Boundary or Easement
☐ Other _____

Torts

- ☐ Bad Faith
☐ Fraud
☐ Intentional Tort
☐ Loss of Consortium
☐ Malpractice - Legal
☐ Malpractice - Medical
☐ Mass Tort
☐ Negligence - General
☐ Negligence - Motor Vehicle
☐ Premises Liability
☐ Product Liability
☐ Subrogation
☐ Wrongful Death
☐ Other _____

FILED
JUN 07 2021
CIRCUIT CLERK

JUDICIAL DISTRICT, CITY OF

FILED

Docket No. _____
File Yr _____ Chronological No. _____ Clerk's Local ID _____

Docket No. If Filed LAMAR
Prior to 1/1/94 COUNTY JUN 07 2021 CIRCU
CLER

DEFENDANTS IN REFERENCED CAUSE - Page 1 of _____ Defendants Pages
IN ADDITION TO DEFENDANT SHOWN ON CIVIL CASE FILING FORM COVER SHEET

Defendant #2:

Individual: _____
Last Name First Name (Maiden Name, if Applicable) Middle Init. Jr/Sr/III/IV

____ Check (✓) if Individual Defendant is acting in capacity as Executor(trix) or Administrator(trix) of an Estate, and enter style:

Estate of _____

____ Check (✓) if Individual Defendant is acting in capacity as Business Owner/Operator (D/B/A) or State Agency, and enter that name below:

D/B/A _____

Business CCD Webstore, LLC
Enter legal name of business, corporation, partnership, agency - If Corporation, indicate state where incorporated

____ Check (✓) if Business Defendant is being sued in the name of an entity other than the name above, and enter below:

D/B/A Think Webstore

ATTORNEY FOR THIS DEFENDANT: _____ Bar # or Name: _____ Pro Hac Vice (✓) Not an Attorney (✓)

Defendant #3:

Individual: _____
Last Name First Name (Maiden Name, if Applicable) Middle Init. Jr/Sr/III/IV

____ Check (✓) if Individual Defendant is acting in capacity as Executor(trix) or Administrator(trix) of an Estate, and enter style:

Estate of _____

____ Check (✓) if Individual Defendant is acting in capacity as Business Owner/Operator (D/B/A) or State Agency, and enter that name below:

D/B/A _____

Business Carter Custom Design, LLC
Enter legal name of business, corporation, partnership, agency - If Corporation, indicate state where incorporated

____ Check (✓) if Business Defendant is being sued in the name of an entity other than the name above, and enter below:

D/B/A _____

ATTORNEY FOR THIS DEFENDANT: _____ Bar # or Name: _____ Pro Hac Vice (✓) Not an Attorney (✓)

Defendant #4:

Individual: Carter Bryan
Last Name First Name (Maiden Name, if Applicable) Middle Init. Jr/Sr/III/IV

____ Check (✓) if Individual Defendant is acting in capacity as Executor(trix) or Administrator(trix) of an Estate, and enter style:

Estate of _____

____ Check (✓) if Individual Defendant is acting in capacity as Business Owner/Operator (D/B/A) or State Agency, and enter that name below:

D/B/A _____

Business _____
Enter legal name of business, corporation, partnership, agency - If Corporation, indicate state where incorporated

____ Check (✓) if Business Defendant is being sued in the name of an entity other than the above, and enter below:

D/B/A _____

ATTORNEY FOR THIS DEFENDANT: _____ Bar # or Name: _____ Pro Hac Vice (✓) Not an Attorney (✓)